

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer



Glen Lee
Chief Financial Officer

The Honorable Phil Mendelson
Chairman
Council of the District of Columbia
1350 Pennsylvania Avenue, NW, Suite 504
Washington, DC 20004

Dear Chairman Mendelson:

Pursuant to D. C. Official Code §2-352.02a, enclosed for consideration and approval by the Council of the District of Columbia is proposed contract CFOPD-26-C-023 with Myers and Stauffer LC. The proposed contract is in the not to exceed amount of \$1,482,399.00 for the period of the contract award date through November 30, 2026.

Under the proposed contract, Myers and Stauffer LC shall provide audit services on behalf of Department of Health Care Finance to assure that payments made to health care services providers participating in the Medicaid Program are in compliance with Federal and District laws and rules.

As always, I am available to discuss any questions you may have regarding the proposed contract action. In order to facilitate a response to any questions concerning the proposed contract action, please have your staff contact Dorothy Whisler Fortune, Director of the Office of Contracts for the Office of the Chief Financial Officer at (202) 442-8078.

Sincerely,

Glen Lee

cc: Nyasha Howard, Secretary, Council of the District of Columbia

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Point of Contact Information:

Drakus Wiggins, Contracting Officer
Office of the Chief Financial Officer
Office of Contracts
1100 4th Street, SW, Suite E620
Washington, DC 20024
Phone: 202-442-7121
Fax: 202-442-6454
Email: drakus.wiggins@dc.gov

SECTION I

**DISTRICT OF COLUMBIA COUNCIL
SUMMARY**

COUNCIL CONTRACT SUMMARY

Pursuant to Section 202(c) of the Procurement Practices Reform Act of 2010, as amended; D.C. Official Code §2-352.02(c), the following contract summary is provided.

(1) The proposed contractor, the names of the contractor’s principals, contract amount, unit and method of compensation, contract term, type of contract and source selection method:

- **Proposed Prime Contractor:** Myers and Stauffer LC
- **Proposed Contractor’s Principal(s):** Mark Korpela
- **Subcontractor:** F.S. Taylor & Associates, P.C.
- **Contract Amount:** The proposed contract amount for the base period is \$1,482,399.00. The proposed amount for each option period is as follows: Option Period 1 is \$1,919,492.00, Option Period 2 is \$2,207,592.00, Option Period 3 is \$1,792,840.00, Option Period 4 is \$1,739,773.00. The contract amount for the option periods differs from the contract amount for the base period due to the change in contractor unit prices in the option periods and the District’s projected usage.
- **Unit and method of compensation:** United States Dollars (USD) in accordance with Section B, Pricing, of the contract.
- **Contract Term:** The contract has a base period of the contract award date through November 30, 2026 with four (4), one (1) year options.
- **Contract Type:** Firm Fixed Price
- **Source Selection Method:** Competitive Sealed Proposals

(2) The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:

The purpose of this contract action is for Myers and Stauffer LC to provide medical audit services on behalf of Department of Health Care Finance to assure that payments made to health care services providers participating in the Medicaid Program are in compliance with Federal and District laws and rules.

The Medicaid Program was established in accordance with applicable provisions of Title XIX of the Social Security Act to provide medical and other services to medically needy and indigent persons. The public and private providers of health care services who participate in the Medicaid Program (“Providers”) are entitled to reimbursement determined for specific health care services rendered to Medicaid recipients in accordance with the prescribed methodologies set forth in the District of Columbia State Plan for Medical Assistance (“State Plan”) (Accessible at <http://dhcf.dc.gov/page/medicaid-state-plan>) under Section 4.19 - General Program Administration, Payment for Services and Title 29 D.C. Municipal Regulations (DCMR).

(3)(A) The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past-performance components:

This was a competitive request for proposals procurement. There were four (4) proposals submitted in response to the solicitation. One proposal was determined to be non-responsive and therefore rejected, and another proposal was deemed late and therefore not considered.

The Technical Proposal was worth 85 points; and the Pricing Proposal was worth 15 points for a total of 100 points. Under the provisions of the “Small, Local, and Disadvantaged Business

Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code §2-218.01 et seq. (the Act), the District applied preferences in evaluating proposals from certified businesses. The maximum total preference to which a certified business enterprise is entitled under the Act is twelve (12) points on a 100-point scale for proposals submitted in response to a request for proposals. Therefore, when preference points are applicable, the maximum attainable total shall be 112.

The two responsive proposals were evaluated based on technical approach, technical expertise, experience and past performance, and price. Myers and Stauffer LC received the highest score.

- (3)(B) If the contract was awarded on a sole-source basis, include the date on which a competitive procurement for the goods or services to be provided under the contract was last conducted, the date of the resulting award, and a detailed explanation of why a competitive procurement is not feasible.**

The contract was not awarded on a sole-source basis.

- (3A) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District, and the identity of the protestor, grounds alleged in the protest and any deficiencies identified by the District as a result of the protest:**

There was no protest filed related to the award of this contract.

- (3B) A description of any other contracts the proposed contractor is currently seeking or holds with the District:**

The proposed contractor is currently seeking no other contract with the District and holds no other contracts with the District.

- (4) The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private-sector contracts with requirements similar to those of the proposed contract:**

Myers and Stauffer LC has work with the D.C. Department of Health Care Finance since the early 2000s providing professional medical auditing and consulting services. Myers and Stauffer LC has worked with publicly sponsored health care programs for more than 48 years. Myers and Stauffer LC has more than 1,000 professionals, who work full time with local, state, and federal health care programs.

Myers and Stauffer LC has received good performance reviews for work previously provided to the District for medical auditing and consulting services. The personnel that Myers and Stauffer LC has provided to perform the services have been approved by the District and based on a DUNS Report dated June 8, 2026, Myers and Stauffer LC has demonstrated its financial stability.

- (4A) A summary of the subcontracting plan required under D.C. Code § 2-218.01 et seq., including a certification by the District that the subcontracting plan meets the minimum requirements and the dollar volume of the portion of the contract to be subcontracted, in both total dollars and as a percentage of the total contract amount:**

Myers and Stauffer LC has a 35% subcontracting plan with F.S. Taylor & Associates, P.C. that meets the requirements under D.C. Code § 2-218.01 et seq. in both dollars and as a percentage of the contract amount.

(5) Performance standards and expected outcomes of the proposed contract:

The contract shall be performed as defined in Section C of the contract.

(5A) The amount and date of any expenditure of funds by the District pursuant to the contract before its submission to the Council for approval:

There have been no expenditures to date.

(6) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:

The funding certification is included in this Council package.

(7) A certification that the proposed contract is legally sufficient, including whether the proposed contractor has any currently pending legal claims against the District:

Legal Sufficiency is provided in this Council package.

(8) A certification that the Citywide Clean Hands Database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding amount pursuant to D.C. Official Code §2-353.01(a)(9).

The Clean Hands compliance document is included in this Council package.

(8A) A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:

The Contractor has certified that it is current with its federal taxes.

(8B) A certification that the proposed contractor has not been determined to be in violation of D.C. Official Code § 1-1163.34a, and a certification from the proposed contractor that it currently is not and will not be in violation of D.C. Official Code § 1-1163.34a:

The Contractor has certified that it has not been determined to be in violation of D.C. Official Code § 1-1163.34a, and that it currently is not and will not be in violation of D.C. Official Code § 1-1163.34a.

(9) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise, as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 2-218.01 et seq.):

Myers and Stauffer LC is not a Certified Business Enterprise (CBE). Myers and Stauffer LC has one (1) CBE subcontractor, F.S. Taylor & Associates, P.C., working on this proposed contract. The CBE certification is included in the Council package.

(10) Other aspects of the proposed contract that the CPO considers significant:

None.

(11) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:

Myers and Stauffer LC do not appear on the Federal Excluded Parties List System (EPLS) or the District Excluded Parties List.

(11A) Any determination and findings issued in relation to the contract's formation, including any made using the privatization procedures under D.C. Code § 2-352.05:

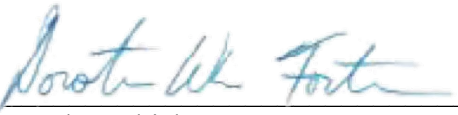
All determination and findings issued in relation to the contract formation are included in this package.

(12) Where the contract, and any amendments or modifications, if executed, will be made available online:

The contract and all amendments and modifications shall be available online at the following website address: <https://dc.cobblestonesystems.com/public/default.aspx>

(13) Where the original solicitation, and any amendments and modifications will be made available online:

The original solicitation and any amendments and modification shall be available online at the following website address: <https://dc.cobblestonesystems.com/gateway/solicitationsearch>


Dorothy Whisler Fortune, Esq. CPPO
Director
Office of Contracts

ATTACHMENT A
CLEAN HANDS CERTIFICATION



Date of Notice: June 8, 2026

Notice Number: L0016603383

MYERS AND STAUFFER LC
700 W 47TH ST STE 1100
KANSAS CITY MO 64112-2050

FEIN: **-***4042
Case ID: 19018189



CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the “Validate a Certificate of Clean Hands” hyperlink under the Clean Hands section.

ATTACHMENT B
FUNDING CERTIFICATION

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Health Care Finance



Office of the Chief Financial Officer

MEMORANDUM

TO: Dorothy Fortune
Director and Chief Procurement Officer
Office of Contracts

THRU:  Delicia V. Moore
Associate Chief Financial Officer
Human Support Services Cluster 

FROM: Darrin Shaffer **Darrin A Shaffer** Digitally signed by Darrin A Shaffer
Date: 2026.06.03 11:35:38 -04'00'
Agency Fiscal Officer
Department of Health Care Finance

DATE: June 3, 2026

SUBJECT: Certification of Funding for Myers Stauffer LC Contract

The Office of the Chief Financial Officer hereby certifies that the sum of \$1,482,399.00 is included in the District's Local Budget and Financial Plan for Fiscal Year 2026 to fund costs associated with the Department of Health Care Finance's (DHCF) Myers Stauffer LC contract. This certification supports the Myers Stauffer LC contract cost from July 01, 2026 through November 30, 2026. The fund allocation is as follows:

Vendor: Myers Stauffer LC

Contract Number: CFOPD-26-C-023

Agency	DIFS Fund	DIFS Cost Center	DIFS Program	DIFS Account	Total
HT0	1010001	10002	150002	7132001	\$815,319.45
HT0	4025002	10002	150002	7132001	\$667,079.55
FY26 Contract Total					\$1,482,399.00

Upon approval of the District's Local Budget and Financial Plan by the Council and the Mayor and completion of the thirty-day Congressional layover, funds will be sufficient to pay for fees and costs associated with the contract. There is no fiscal impact associated with the contract.

Should you have any questions, please contact me on (202) 442-9079.

cc: Crystal Farmer-Linder, Contract Specialist, OCFO
Frederick Hoeflinger, Reimbursement Officer, OCFO/DHCF

ATTACHMENT C
CERTIFICATION OF LEGAL SUFFICIENCY

ATTACHMENT D

LIST OF EXCLUDED PARTIES



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[Mayor Muriel Bowser](#)

Office of Contracting and Procurement

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Office of Contracting and Procurement



Office Hours

Monday to Friday, 8:30 am to 4:30 pm

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Excluded Parties List

Pursuant to the DC Code § 2-359.07, the District of Columbia may debar or suspend contractors from consideration for award of contracts or subcontracts. This Excluded Parties List categorizes parties that have been suspended or debarred by the Chief Procurement Officer. While they are debarred or suspended, the District

will not solicit offers from, award contracts to, renew, or otherwise extend contracts with, or consent to subcontracts with entities or individuals that appear on the Excluded Parties List. For questions regarding the Excluded Parties List, please contact the OCP Customer Contact Center at 202-724-4477.

Select this link to access the federal excluded parties list: sam.gov

CURRENT EXCLUDED PARTIES LIST- Updated May 8, 2026.

List is updated as needed.

EXCLUDED PARTIES LIST BY INDIVIDUAL

Name of Individual	Principal Address	Action Date	Expiration Date	Agency Instituting the Action	Reason for the Action
Robert Terrell	2585 Rhode Island Ave., NE, Washington, DC 20018	May 8, 2026	May 7, 2027	OCP	Indictment under 18 U.S.C. § 1343 and 18 U.S.C. § 1957
Sherry Hooks	4708 8th St, NE Washington, DC 20017	April 8, 2026	April 7, 2027	OCP	Submission of false documents.
Alfonzo Duckett	4915 Just Street NE Washington, DC 20019	December 2, 2025	December 2, 2030	OCP	Failure to disclose DC Government employment status while performing as a District contractor.
Clementina Maduforo	2911 Mills Ave., NE Washington, DC 20010	September 18, 2025	September 17, 2030	OCP	Submission of false documents; multiple legal violations
Rosa I. Williams	4445 Crain Highway White Plains, MD 20695	September 18, 2025	September 17, 2023	OCP	Revocation of operator registration; multiple legal violations
Brandon A. Williams	4445 Crain Highway White Plains, MD 20695	September 18, 2025	September 17, 2030	OCP	Revocation of operator registration; multiple legal violations
Yelake Meseretu	204 Beacon Pl., NE Washington, DC 20011	August 4, 2025	August 3, 2026	OCP	Indictment under 18 U.S.C § 371, 18 U.S.C. §§ 201(b)(1) & 2 and 18 U.S.C. §§ 1343 and 1346 & 2
Donald McWhirter	1735 Saint Margaret's Road	February 28, 2025	February 28, 2030	OCP	Conviction under 18 U.S.C. § 201(b)(1) & (2)

Name of Individual	Principal Address	Action Date	Expiration Date	Agency Instituting the Action	Reason for the Action
	Annapolis, MD 21409				
Duane King	2200 Pennsylvania Ave., NW, Suite 400E	February 28, 2025	February 28, 2030	OCP	Conviction under 18 U.S.C. § 201(b)(1) & (2)
	Washington, DC 20037				
Allieu Kamara	5035 C Street, SE	October 16, 2024	October 16, 2029	OCP	Conviction under 18 U.S.C. § 1349 and 18 U.S.C §201(b)(1)
	Washington, DC 20019				
Ifediora Oli	2126 Queensguard Rd.	August 19, 2024	August 19, 2029	OCP	Conviction under 18 U.S.C. § 1349 and 18 U.S.C. § 1519
	Silver Spring, MD 20906				
Obinna Ogbu	2605 Summer Hill Drive	August 19, 2024	August 19, 2029	OCP	Conviction under 18 U.S.C. § 1349
	Silver Spring, MD 20904				
Melanie Carter	1629 K Street, NW Suite 300	November 9, 2022	November 8, 2027	OCP, DCPS	Breach of Contract; Negligence
	Washington, DC 20006				
Mohammad Sidker	8118 Spring Hill Farm Drive, McLean, VA 22102	August 4, 2021	August 4, 2026	OCP	Conviction under 15 U.S.C. § 2615(b)(1) and 15 U.S.C. § 2689

EXCLUDED PARTIES LIST BY COMPANY

Name of Company	Principal Address	Action Date	Expiration Date	Agency Instituting the Action	Reason for the Action
District Logistics, LLC	2585 Rhode Island Ave., NE, Washington, DC 20018	May 8, 2026	May 7, 2027	OCP	Indictment under 18 U.S.C. § 1343 and 18 U.S.C. § 1957
Light Weight Technologies, LWT LLC	4708 8th St, NE Washington, DC 20017	April 8, 2026	April 7, 2027	OCP	Submission of false documents.
Houzmazoo Network, LLC	4915 Just Street NE Washington, DC 20019	December 2, 2025	December 2, 2030	OCP	Owner failed to disclose DC Government employment status while performing as a District contractor.
IJS Limited, LLC dba EJ's Pest Control	2911 Mills Ave., NE Washington, DC 20010	September 18, 2025	September 17, 2030	OCP	Submission of false documents; multiple legal violations
Heaven Bound Cremation Services, LLC	4445 Crain Highway White Plains, MD 20695	September 18, 2025	September 17, 2030	OCP	Revocation of permit; multiple legal violations
Heaven Bound Cremation Services of DC, LLC	200 Massachusetts Ave., NW, Suite 700 Washington, DC 20001	September 18, 2025	September 17, 2030	OCP	Multiple legal violations
General Merchandise Supplies Unlimited, LLC	2221 Adams Place, SE Washington, DC 20018	February 28, 2025	February 28, 2030	OCP	Criminal conviction of principal
American Business Supplies, LLC	2200 Pennsylvania Ave., NW, Suite 400E, Washington, DC 20037	February 28, 2025	February 28, 2030	OCP	Criminal conviction of principal
Mission Ready, Inc.	5035 C Street SE Washington, DC 20019	December 13, 2024	December 13, 2029	OCP	Criminal conviction of principal
District Services Management, LLC.	5035 C Street, SE Washington, DC 20019	October 17, 2024	October 17, 2029	OCP	Criminal conviction of principal
Life Deeds, Inc.	5035 C Street SE Washington, DC 20019	October 9, 2024	October 9, 2029	OCP	Criminal conviction of principal

Highbury Global Group, Inc.	2126 Queensguard Rd. Silver Spring, MD 20906	August 19, 2024	August 19, 2029	OCP	Criminal conviction of principal
The Nupath Company	2605 Summer Hill Drive Silver Spring, MD 20904	August 19, 2024	August 19, 2029	OCP	Criminal conviction of principal
Rome Charters, LLC	1629 K Street, NW Suite 300 Washington, DC 20006	November 7, 2022	November 6, 2027	OCP, DCPS	Breach of Contract; Multiple Legal Violations
District Properties.Com, Inc.	6500 Chillum Place, NW Washington, DC 20012	August 4, 2021	August 4, 2026	OCP	Criminal conviction of principal
Relux Homes, Inc.	6723 Curran Street, McLean, VA 22101	August 4, 2021	August 4, 2026	OCP	Criminal conviction of principal
NaylorDC Investment, LLC	5415 Connecticut Avenue NW, Suite L25, Washington, DC 20015	August 4, 2021	August 4, 2026	OCP	Criminal conviction of principal
Rupsha 2011, LLC	5100 Wisconsin Avenue NW, Suite 515, Washington, DC 20016	August 4, 2021	August 4, 2026	OCP	Criminal conviction of principal
Rupsha 2013, Inc.	5415 Connecticut Avenue NW, Suite L25, Washington, DC 20015	August 4, 2021	August 4, 2026	OCP	Criminal conviction of principal
Rupsha 2007, LLC	6500 Chillum Place NW, Washington, DC 20012	August 4, 2021	August 4, 2026	OCP	Criminal conviction of principal
Rupsha 2006, LLC	6500 Chillum Place NW, Washington, DC 20012	August 4, 2021	August 4, 2026	OCP	Criminal conviction of principal
Rupsha 2012, Inc.	6660 Tennyson Drive, McLean, VA 22101	August 4, 2021	August 4, 2026	OCP	Criminal conviction of principal

52nd Street Development, Inc.	6500 Chillum Place NW, Washington, DC 20012	August 4, 2021	August 4, 2026	OCP	Criminal conviction of principal
Rupsha 2008, LLC	6500 Chillum Place NW, Washington, DC 20012	August 4, 2021	August 4, 2026	OCP	Criminal conviction of principal

PAST EXCLUDED PARTIES LIST**PAST EXCLUDED PARTIES LIST BY INDIVIDUAL**

Name of Individual	Principal Address	Action Date	Termination Date
Acar, Yusuf	4550 Broad Branch Road, NW Washington, DC 20008-1005	May 28, 2009 and June 14, 2010	May 27, 2012
Adewumni, Ebenezer	9418 Annapolis Rd., Suite 204 Lanham, MD 20706	August 4, 2016	August 3, 2018
Akinleye, Monreti	3613 Georgia Avenue, NW; Washington, DC 20010	March 22, 2005	March 21, 2008
Akinleye, Olushola	3613 Georgia Avenue, NW; Washington, DC 20010	March 22, 2005	March 21, 2008
Akinyoyenu, Titilayo Akintomide; a/k/a Tommy Akin, a/k/a Tomi	4047 Minnesota Avenue, NE; Washington, DC 20019	May 11, 2015	June 20, 2019
Bansal, Sushil	900 17th Street, NW; Suite 900 Washington, DC 20006	May 28, 2009 and August 18, 2010	May 27, 2012
Borbor, Tamba	810 7th Street NE; Second Floor Washington, DC 20002	October 5, 2018	October 5, 2020
Brumfield, Shauna	20 Todd Place NE, APT 2, Washington, DC 2002	May 2, 2019	May 1, 2024
Chambers, Robert X.	20 Queen Street Cape May, NJ 08204- 1624	February 6, 2008	February 5, 2011
Christian Carter	3711 Grant Place NE, Washington, DC 20019	April 5, 2016	April 4, 2021

Name of Individual	Principal Address	Action Date	Termination Date
Crowder, Amber	1838 Woodmont Place SE, Washington, DC 20020	May 2, 2019	May 1, 2024
Forney, Keith	2119 Newport Place NW, Washington, DC 20019	May 9, 2019	May 8, 2024
Gregorio, Florentino	711-A Edgewood Street, NW; Washington, DC 20017	November 28, 2000	February 13, 2003
Gregorio, Florentino	711-A Edgewood Street, NW; Washington, DC 20017	July 7, 2003	October 6, 2003
Gregorio, Florentino	711-A Edgewood Street, NW; Washington, DC 20017	February 12, 2004	August 27, 2004
Hajaji, Mido	1200 G Street NW, Suite 800 Washington, DC 20005	October 21, 2025	January 30, 2026
Hajhassan, Emad O.	3807 Bell Manor Ct., Falls Church, VA 22041	April 18, 2019	April 18, 2024
Hristov, Tihomir	1200 G Street NW, Suite 800 Washington, DC 20005	October 21, 2025	January 30, 2026
Irono, Emmanuel	1508 East Capitol Street NE, Washington, DC 20003	February 25, 2021	February 24, 2026
Izzard, John Ervin	115 Blackbird Hill Lane Laurel, MD 20724	March 22, 2005	March 21, 2007
James, Akiuber Ndoromo: aka "Akube Wuromori Ndoromo"	3636 16th Street, NW; Apt # B1235 Washington, DC 20010-8144	February 6, 2008	February 5, 2011
Jeffrey L. Jones	2925 O Street, SE; Washington DC 20020	March 22, 2005	March 21, 2008
Sonja Mattress	4274 Foote Street NE; Unit 3 Washington, DC 20019	May 11, 2015	May 11, 2016
Mir, Sarosh	900 17th Street, NW; Suite 910 Washington, DC 20006	May 10, 2010	May 9, 2013
Postell, Kenneth D.	400 5th Street, NW; Washington, DC 20001-2719	February 6, 2008	June 6, 2008
Rodriguez, Jose	2237 33rd Street, NE; Washington, DC 20118	April 25, 2003	October 25, 2003

Name of Individual	Principal Address	Action Date	Termination Date
Shrensky, Lewis	2237 33rd Street, NE; Washington, DC 20118	April 25, 2003	October 25, 2003
Villegas, Fernando J.	1250 Eye Street, Suite 503 Washington, DC 20005	March 22, 2005	March 21, 2008
Wallace, Mark	1101 Pennsylvania Avenue, NW, Washington DC 20004	November 26, 2010	November 25, 2013
Young, Leonard H.	7003 Tarquin Avenue Temple Hills, MD 20748	February 6, 2008	February 5, 2011

PAST EXCLUDED PARTIES LIST BY COMPANY

Name of Company	Principal Address	Principals	Action Date	Termination Date
Sky LLC dba U.S. Office Solutions	2614 28th Street NE Washington, DC 20018	Yelake Meseretu Surafel Meseretu Kirubel Meseretu	August 4, 2025	December 19, 2025
A Simple Solution, LLC	20 Todd Place NE, Apt. 2, Washington, DC 20002	Shauna Brumfield	May 2, 2019	May 1, 2024
Able Towing, Inc.	2708 Virginia Avenue NW, Washington, DC 20037		April 18, 2019	April 18, 2024
Advanced Integrated Technologies Corporation	900 17th Street, NW; Suite 900, Washington, DC 20006	Sushil Bansal, President and Chief Executive Officer	May 28, 2009 and August 18, 2010	May 27, 2012
Apex Care Pharmacy	4047 Minnesota Avenue, NE; Washington, DC 20019	Titilayo Akintomide Akinyoyenu, a/k/a Tommy Akin, a/k/a Tomi	May 11, 2015	June 20, 2019
Beale Inc.	3256 Banneker Drive, NE; Washington, DC 20018	Robin Beale	May 7, 2010	May 6, 2011
C & F Construction Company	711-A Edgewood Street, NW; Washington, DC 20017	Florentino Gregorio	November 28, 2000	February 12, 2003

Name of Company	Principal Address	Principals	Action Date	Termination Date
C & F Construction Company	711-A Edgewood Street, NW; Washington, DC 20017	Florentino Gregorio	July 7, 2003	October 6, 2003
C & F Construction Company	711-A Edgewood Street, NW; Washington, DC 20017	Florentino Gregorio	February 12, 2004	August 27, 2004
Chambers & Sons Flooring Inc.	323 E King Street, Malvern, PA 19355	Robert X. Chambers	February 6, 2008	February 5, 2011
Cipher Communications Inc.	1101 Pennsylvania Avenue, NW; Washington DC 20004	Mark Wallace	November 26, 2010	November 25, 2013
CloudAI Technologies LLC	1200 G Street NW, Suite 800; Washington, DC 20005	Mido Hajaji Tihomir Hristov	October 21, 2025	January 30, 2026
Dynamic Corporation	9418 Annapolis Rd., Suite 204 Lanham, MD 20706	Ebenezer Adewumni	August 4, 2016	August 3, 2018
Echelon Community Services	4274 Foote Street, NE; Unit 3 Washington, DC 20019	Sonja Mattress	May 11, 2015	September 3, 2015
Education Connection, LLC	20 Todd Place NE, Apt. 2, Washington, DC 20002	Shauna Brumfield	May 2, 2019	May 1, 2024
FEI Construction Company	1818 New York Avenue, NE; Suite 201, Washington, DC 20002		June 3, 2019	June 2, 2024
Forney Enterprises, Inc.	1818 New York Avenue NE, Suite 201, Washington, DC 20002	Keith Forney	May 9, 2019	May 8, 2024
Fort Myer Construction Corporation	2237 33rd Street, NE; Washington, DC 20118	Rodriguez, Jose	April 25, 2003	October 25, 2003
General Services, Inc. aka General Construction Services, Inc	3613 Georgia Avenue, NW; Washington, DC 20010	Monreti Akinleye, President	March 22, 2005	March 21, 2008
Georgetown-Towing, Inc.	2708 Virginia Avenue NW, Washington, DC 20037		April 18, 2019	April 18, 2024

Name of Company	Principal Address	Principals	Action Date	Termination Date
Innovative IT Solutions, Inc.	900 17th Street, NW; Suite 910, Washington, DC 20006	Mir, Sarosh, President	May 28, 2009, May 10, 2010 and August 18, 2010	May 27, 2012
International Builders, Inc.	1250 Eye Street, Suite 503 Washington, DC 20005	Fernando J. Villegas, President	March 22, 2005	March 21, 2008
Lawn Restoration Service, Inc.	2925 O Street, SE; Washington DC 20020	Jeffrey L. Jones, President	March 22, 2005	March 21, 2008
Matrix Corporation	4047 Minnesota Avenue, NE; Washington, DC 20019	Titilayo Akintomide Akinyoyenu, a/k/a Tommy Akin, a/k/a Tomi	May 11, 2015	June 20, 2019
Motir Services, Inc.	1508 East Capitol Street NE, Washington, DC 20003	Emmanuel Irono	February 25, 2021	February 24, 2026
New Beginnings, LLC	810 7th Street NE., Second Floor; Washington, DC 20002	Tamba Borbor	October 5, 2018	October 5, 2020
New Columbia Enterprises, Inc.	3711 Grant Place NE, Washington, DC 20019	Christian Carter	April 5, 2016	April 4, 2021
The Lexx Group LLC	400 5th Street, NW; Washington, DC 20001- 2719	Kenneth D. Postell, President	February 6, 2008	June 6, 2008
USA Towing, Inc.	2708 Virginia Avenue NW, Washington, DC 20037		April 18, 2019	April 18, 2024
Voice of Social Concern Inc.	3636 16th Street, NW; Apt # B1235 Washington, DC 20010-8144	Akiuber Ndoromo James: aka "Akube Wuromori Ndoromo"	February 6, 2008	February 5, 2011
Young Star Tours	7003 Tarquin Avenue, Temple Hills, MD 20748	Leonard H. Young	February 6, 2008	February 5, 2011
Young Transportation	7003 Tarquin Avenue, Temple Hills, MD 20748	Leonard H. Young	February 6, 2008	February 5, 2011

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[Exclusions](#)



Entity Registration

Exclusions

Active Exclusions

Responsibility / Qualification

Entity Information

MYERS & STAUFFER LC

Active Registration

Unique Entity ID

CAGE/NCAGE

U8JLSDJFHTE7 4EQ52

Expiration Date

Sep 25, 2026

Physical Address

700 W 47TH ST

STE 1100

Kansas City, Missouri

64112-2050, United States

Mailing Address

700 W 47TH ST

STE 1100

Kansas City, Missouri

64112-2050, United States

Purpose of Registration

All Awards

Version

Current Record

EXCLUSIONS



There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

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There are no active exclusion records associated to this entity by its Unique Entity ID.

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MYERS & STAUFFER LC Active Registration

Unique Entity ID
U8JLSDJFHTE7

CAGE Code
4EQ52

Physical Address
700 W 47TH ST, STE 1100,
KANSAS CITY, MO 64112
USA

Entity

Expiration Date
Sep 25, 2026

Purpose of Registration
All Awards

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ATTACHMENT E
CBE CERTIFICATION



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Business Certification Information

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F. S. Taylor & Associates, P.C.

Trade Name (Doing Business As):

Description: Provides auditing, accounting, and consulting services

Specialities:

Principal Owner: Rachel A Locus;Terry W Tyler

Contact Name: Rachel Locus

Address: 1420 N STREET NW,WASHINGTON,DC 20005

Phone: 2028980008

Fax: 2028980208

Email: rachel@fstaylor.com

Website: fstaylor.com

Date Established: October 1, 1980

Organization Type: Corporation

Ward: 2

Certification Information

Certification Number: LSZX55652022027

Expiration Date: February 8, 2027

Categories

Local Business Enterprise (LBE)

Longtime Resident Business (LRB)

Small Business Enterprise (SBE)

Development Enterprise Zone (DZE)

Preference Points: 12

% of Price Reduction: 12%

NIGP Codes

Show entries

Search:

CODE

DESCRIPTION

2081000

Accounting/Financial: Bookkeeping, Billing and Invoicing, Budgeting, Payroll, Taxes, etc.

CODE	DESCRIPTION
2091100	Accounting/Financial: Bookkeeping, Billing and Invoicing, Budgeting, Payroll, Taxes, etc.
9180400	Accounting/Auditing/Budget Consulting
9180405	ACCOUNTING/AUDITING/BUDGET CONSULTING SERVICES
9182000	Business Consulting, Small
9184900	Finance/Economics Consulting
9185800	Governmental Consulting
9187500	Management Consulting
9202100	Data Entry Services
9202200	Data Preparation and Processing Services

Showing 1 to 10 of 25 entries

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Primary Business Services

Consultant Professional Service Provider: 44%

Primary Industry

Additional Information

Previous or Current Contracts with the District Government:

Other Certifications

None

Green Business Network

None

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[Contact Agency Directors \(https://dslbd.dc.gov/page/contact-agency-directors\)](https://dslbd.dc.gov/page/contact-agency-directors)
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[Report Website Problems \(http://dcforms.dc.gov/webform/problems-dc-government-website\)](http://dcforms.dc.gov/webform/problems-dc-government-website)
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SECTION II

DETERMINATION AND FINDINGS OF PRICE REASONABLENESS

DETERMINATION AND FINDINGS OF CONTRACTOR'S RESPONSIBILITY

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER**

**DETERMINATION AND FINDINGS
FOR
PRICE REASONABLENESS**

AGENCY: Human Support Services Cluster (HSSC)

CONTRACT NO: CFOPD-26-C-023

CONTRACTOR: Myers and Stauffer LC

CAPTION: Medical Audit Services

FINDINGS

1. AUTHORIZATION:

D.C. Municipal Regulations Title 27 §3307 and D.C. Code §2-354.19

2. MINIMUM REQUIREMENTS:

The District of Columbia Office of the Chief Financial Officer, Human Support Services Cluster (HSSC) (the "District") has a minimum requirement for a contract to provide audit services on assure that payments made to health care services providers participating in the Medicaid Program are in compliance with Federal and District laws and rules, and comply with Federal and District audit requirements.

3. ESTIMATED REASONABLE PRICE AND REASONABLENESS DETERMINATION:

The estimated contract total price is not to exceed \$1,482,399.00

- (a) The cost of this contract is of a type generally recognized as ordinary and necessary for the conduct of the contractor or the performance of the contract.
- (b) This contract includes the restraints or requirements imposed by generally accepted sound business practices, arms-length bargaining, federal and District laws and regulations, and contract terms and specifications.
- (c) This action is an action that a prudent business person would take, considering responsibilities to the owner of the business, employees, customers, the District, and the public at large.
- (d) There are no significant deviations from the established practices of the contractor that may unjustifiably increase the contract costs.
- (e) There are no other relevant factors that should be noted at this time.

DETERMINATION AND FINDINGS FOR PRICE REASONABLENESS

CONTRACT NO: CFOPD-26-C-040

Page | 2

4. JUSTIFICATION OF REASONABLENESS OF PRICE:

The Contracting Officer has performed an analysis to determine the reasonableness of the price and the Contracting Officer has found that the price is fair and reasonable.

The Contracting Officer has compared prices of this contract with the independent District cost estimate and competing prices and has determined the price to be fair and reasonable.

5. CERTIFICATION BY CONTRACT SPECIALIST:

I hereby certify that to the best of my knowledge and belief, the above reasonableness findings and cost price analysis are true and complete and the proposed Contractor's pricing is reasonable and in the best interest of the Government.

Annamarie McQueen on behalf of

Crystal Farmer-Linder
Contract Specialist

06/08/2026

Date

DETERMINATION

Based on the above reasonableness findings and cost price analysis, it is hereby determined that the award of the proposed contract to Myers and Stauffer LC is reasonable and is in the best interest of the Government of the District of Columbia.

Drakus Wiggins

Drakus Wiggins, CPPO, CPPB
Contracting Officer

06/08/2026

Date

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER**

**DETERMINATION AND FINDINGS
FOR
CONTRACTOR'S RESPONSIBILITY**

AGENCY: Human Support Services Cluster (HSSC)

CONTRACT NO: CFOPD-26-C-023

CONTRACTOR: Myers and Stauffer LC

CAPTION: Medical Audit Service

1. AUTHORIZATION:

27 DCMR §§ 2200.2, 2200.4; D.C. Code §2-353.01

2. MINIMUM REQUIREMENTS:

The District of Columbia Office of the Chief Financial Officer, Human Support Services Cluster (HSSC) (the "District") is has a minimum requirement for a contract to provide audit services on to assure that payments made to health care services providers participating in the Medicaid Program are in compliance with Federal and District laws and rules, and comply with Federal and District audit requirements.

3. ESTIMATED REASONABLE COST:

The estimated contract total price is not to exceed \$1,482,399.00.

4. FACTS WHICH JUSTIFY CONTRACTOR'S RESPONSIBILITY:

The contractor has:

- (a) the financial resources adequate to perform the contract or the ability to obtain those resources;
- (b) the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all of its existing commercial and government contract commitments;
- (c) a satisfactory performance record, as depicted in their past performance references;
- (d) a satisfactory record of integrity and business ethics, as depicted in their past performance references;

DETERMINATION AND FINDINGS FOR CONTRACTOR’S RESPONSIBILITY

CONTRACT NO: CFOPD-26-C-023

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- (e) a satisfactory record of compliance with the law, including labor and civil rights laws and rules, the First Source Employment Agreement Act of 1984, effective June 29, 1984 (D.C. Law 5-9; D.C. Official Code §§ 2-218.01 et seq.), the Small and Certified Business Enterprise Development and Assistance Act of 2005, as amended (D.C. Official Code §§ 2-218.01 et seq.), licensing, and tax laws;
- (f) the necessary organization, experience, accounting, operational control, and technical skills, or the ability to obtain them;
- (g) the necessary production equipment, construction equipment, technical equipment, and facilities, or the ability to obtain them;
- (h) not exhibited a pattern of overcharging the District;
- (i) no outstanding debt with the District or the federal government in a delinquent status of more than the greater of one thousand dollars (\$1,000) or one percent (1%) of the contract value, up to twenty-five thousand dollars (\$25,000); and
- (j) the contractor is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

5. CERTIFICATION BY THE CONTRACT SPECIALIST:

I hereby certify that the above findings are correct and complete to the best of my knowledge.

Annmarie McQueen on behalf of
Crystal Farmer-Linder
Contract Specialist

06/08/2026
Date

DETERMINATION

Based on the above findings, it is hereby determined that the Contractor is responsible in accordance with the applicable regulations set forth above and award of the proposed contract with *Myers and Stauffer LC* is in the best interest of the Government of the District of Columbia.

Drakus Wiggins
Drakus Wiggins, CPPO, CPPB
Contracting Officer

06/08/2026
Date

SECTION III

PROPOSED CONTRACT NUMBER CFOPD-26-C-023

AWARD/CONTRACT		1. Solicitation Number CFOPD-26-R-023		Page of Pages 1 76 + Attachments			
2. Contract Number CFOPD-26-C-023		3. Effective Date See 20C		4. Requisition/Purchase Request/Project No.			
5. Issued By Office of the Chief Financial Officer Office of Contracts 1100 - 4th Street, SW., Suite E610 Washington, DC 20024		Code		6. Administered By (If other than line 5)			
7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Myers and Stauffer LC 10200 Grand Central Ave., Suite 1500 Owings Mills, MD 21117 Attn: Mark Korpela, CFE mkorpela@mslc.com 410-581-4550/800-505-1698		8. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other (See Schedule Section F)		9. Discount for prompt payment			
Code		Facility		10. Submit Invoices to the Address shown in Line 12 Item (2 copies unless otherwise specified)			
11. Ship to/Mark For Office of the Chief Financial Officer Department of Health Care Finance Fredrick Hoeflinger, Suite 950N 441 4th Street NW Washington, DC 20001 202-442-9071		Code		12. Payment will be made by Office of the Chief Financial Officer Office of Management and Administration Financial Operations/Accounts Payable https://vendorportal.dc.gov 1100 4th Street, SW Suite E600 Washington, DC 20024			
13. Contract Type Requirements with NTE Ceiling		14. Accounting and Appropriation Data					
15A. Item	15B. Supplies/Services	15C. Qty	15D. Unit	15E. Unit Price	15F. Amount		
1	Medical Audit Service	1	Lot	NTE \$1,482,399.00	NTE \$1,482,399.00		
Total Amount of Contract				NTE \$1,482,399.00			
16. Table of Contents							
(X)	Section	Description	Pages	(X)	Section	Description	Pages
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	Solicitation/Contract Form	1		I	Contract Clauses	47
	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	Description/Specifications/Work Statement	19		J	List of Attachments	75
	D	Packaging and Marking	28	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	Inspection and Acceptance	29		K	Representations, Certifications and Other Statements of Offerors	76
	F	Deliveries or Performance	33		L	Instructions, conditions & notices to offerors	
	G	Contract Administration Data	34		M	Evaluation factors for award	
	H	Special Contract Requirements	40				
Contracting Officer will Complete Item 17 or 18 as Applicable							
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1 pdf</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) Mark Korpela, Principal				20A. Name of Contracting Officer Drakus Wiggins, CPPO, CPPB			
19B. Name of Contractor <i>Mark Korpela</i> <small>(Signature of person authorized to sign)</small>		19C. Date Signed 5/14/2026		20B. District of Columbia		20C. Date Signed <small>(Signature of Contracting Officer)</small>	

SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE

B.1 GENERAL INFORMATION

The District of Columbia Office of the Chief Financial Officer, Office of Contract, on behalf of the Human Support Services Cluster (HSSC) (the "District") is awarding a contract to provide audit services on behalf of the Department of Health Care Finance (DHCF) to assure that payments made to health care services providers participating in the Medicaid Program are in compliance with Federal and District laws and rules, and comply with Federal and District audit requirements.

B.2 CONTRACT TYPE

B.2.1 The District is awarding of a requirements type contract based on fixed unit prices.

B.3 ALL-INCLUSIVE PRICING

The stated Price Per Unit for each Contract Line Item Number (CLIN) shall be fixed, inclusive of all of the Contractor's direct cost, indirect cost, and profit; including travel, material, and delivery costs. The price shall include all cost associated with the services described in and required by the Contract. The Total Estimated Price shall represent the price ceiling, fixed fee, or not to exceed amount of the Contract.

B.3.1 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 et seq.

Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

- (1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract;
- (2) By negotiating a new percentage indirect cost rate with the awarding agency;
- (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past two years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B.3.2; or
- (4) As calculated with a percentage rate and base amount, determined by a certified public accountant using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance and certified in writing by the certified public accountant.

B.3.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.

B.3.3 The Contractor shall pay its subcontractors which are nonprofit organizations the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

B.4 REQUIREMENTS CONTRACT

- B.4.1 The District will purchase its requirements of the items and services included herein from the Contractor. The estimated quantities stated in the Price Schedule reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be required from the Contractor by the District or to relieve the Contractor of its obligation to fill all such requirements.
- B.4.2 Performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, in Section G.7. The Contractor(s) shall furnish to the District, when and if ordered, the services specified in the Schedule.
- B.4.3 There is no limit on the number of orders that may be issued.
- B.4.4 Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor (s) within the time specified in the order. The Contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period

B.5 PRICE SCHEDULE – REQUIREMENTS

B.5.1 BASE YEAR

B.5.1.1 The Not-to-Exceed Amount if the Contract Base Year is \$1,482,399.00

CLIN	Item Description	Unit Price
001	SSAE-18 SOC 1 Type II Audit	\$126,230.00 Per Report
002	Audits of Providers Providing Services under §1115 and 1015(c) Waivers	\$28,160.00 Per Report
003	Stevie Sellows Fund Audit	\$20,325.00 Per Report
004	Nursing Home Quality of Care Fund Audit	\$20,325.00 Per Report
005	Stand Alone Nursing Facilities - Full Scope	\$42,300.00 Per Report
006	Stand Alone Nursing Facilities - Limited Scope	\$16,175.00 Per Report
007	Stand Alone Nursing Facilities - Desk Review	\$8,055.00 Per Report

008	Hospital Based Nursing Facilities - Full Scope	\$35,000.00 Per Report
009	Hospital Based Nursing Facilities - Limited Scope	\$16,175.00 Per Report
010	Hospital Based Nursing Facilities - Desk Review	\$8,055.00 Per Report
011	ICFIID - Full Scope	\$28,190.00 Per Report
012	ICFIID - Limited Scope	\$17,000.00 Per Report
013	ICFIID - Desk Review	\$7,920.00 Per Report
014	CASSIP - Full Scope	\$98,465.00 Per Report
015A	Hospital DSH Procedures	\$8,895.00 Per Report
015B	DSH Reporting	\$55,925.00 Per Report
016	Specialty Hospitals (Public and Private) - Full Scope	\$62,600.00 Per Report
017	Specialty Hospitals (Public and Private) - Limited Scope	\$31,300.00 Per Report
018	Specialty Hospitals (Public and Private) - Desk Review	\$15,225.00 Per Report
019	D.C. Public Schools - Full Scope Only	\$28,190.00 Per Report
020	CFSA Healthy Horizon Clinic - Full Scope Only	\$29,680.00 Per Report
021	D.C. Charter Schools - Full Scope	\$28,470.00 Per Report
022	D.C. Charter Schools - Limited Scope	\$15,925.00 Per Report
023	D.C. Charter Schools - Desk Review	\$9,075.00 Per Report
024	OSSE - Full Scope Only	\$28,975.00 Per Report
025	D.C. Fire & Emergency Medical Services Full Scope	\$31,850.00 Per Report
026	Federally Qualified Health Centers Full Scope	\$32,020.00 Per Report

027	Home Health Agencies – Full Scope	\$30,650.00 Per Report
028	Home Health Agencies – Limited Scope	\$15,525.00 Per Report
029	Home Health Agencies – Desk Review	\$8,305.00 Per Report
030	DRG Hospitals - Full Scope	\$59,760.00 Per Report
031	DRG Hospitals - Limited Scope	\$28,050.00 Per Report
032	DRG Hospitals – Desk Review	\$14,700.00 Per Report
033	Audit of Providers Subject to Providers Taxes - hospitals	\$27,490.00 Per Report
034	Audit of Providers Subject to Providers Taxes - nursing homes	\$27,490.00 Per Report
035	Audits of Incurred Claims of DC Healthy Families Program Managed Care Organizations	\$69,960.00 Per Report
036	Audit of DC Healthy Families Program Managed Care Organizations	\$124,933.00 Per Report
037A	Audit of Incurred Claims of Alliance Manage Care Organizations	\$62,964.00 Per Report
037B	Audit of Incurred Claims of Alliance Manage Care Organizations	\$16,740.00 Per Report
038A	Audits of Alliance Managed Care Organizations	\$112,440.00 Per Report
038B	Audits of Alliance Managed Care Organizations	\$29,410 Per Report
039A	Audits of Incurred Claims of Immigrant Children's Plan Managed Case Organizations	\$55,968.00 Per Report
039B	Audits of Incurred Claims of Immigrant Children's Plan Managed Case Organizations	\$16,740.00 Per Report
040A	Audits of Immigrant Children's Plan Managed Case Organizations	\$99,946.00 Per Report
040B	Audits of Immigrant Children's Plan Managed Case Organizations	\$29,410.00 Per Report
041		\$61,215.00

	Audits of Incurred Claims of Dual Eligible Special Needs Program Managed Care Organizations	Per Report
042	Audits of Dual Eligible Special Needs Program Managed Care Organizations	\$98,465.00 Per Report
043	Department of Youth and Rehabilitation Services (DYRS) Full scope only	\$28,470.00 Per Report
044	Special Projects Fee	\$224.00 per hour

B.5.2 OPTION YEAR 1

B.5.2.1 The Not-to-Exceed Amount if the Contract Option Year 1 is \$1,919,492.00

CLIN	Item Description	Unit Price
101	SSAE-18 SOC 1 Type II Audit	\$129,333.00 Per Report
102	Audits of Providers Providing Services under §1115 and 1015(c) Waivers	\$29,006.00 Per Report
103	Stevie Sellows Fund Audit	\$20,936.00 Per Report
104	Nursing Home Quality of Care Fund Audit	\$20,936.00 Per Report
105	Stand Alone Nursing Facilities - Full Scope	\$43,569.00 Per Report
106	Stand Alone Nursing Facilities - Limited Scope	\$16,661.00 Per Report
107	Stand Alone Nursing Facilities - Desk Review	\$8,297.00 Per Report
108	Hospital Based Nursing Facilities - Full Scope	\$36,050.00 Per Report
109	Hospital Based Nursing Facilities - Limited Scope	\$16,661.00 Per Report
110	Hospital Based Nursing Facilities - Desk Review	\$8,297.00 Per Report
111	ICFIID - Full Scope	\$29,036.00 Per Report

112	ICFIID - Limited Scope	\$17,510.00 Per Report
113	ICFIID - Desk Review	\$8,157.00 Per Report
114	CASSIP - Full Scope	\$101,420.00 Per Report
115A	Hospital DSH Procedures	\$9,162.00 Per Procedures
115B	DSH Reporting	\$57,604.00 Per Report
116	Specialty Hospitals (Public and Private) - Full Scope	\$64,479.00 Per Report
117	Specialty Hospitals (Public and Private) - Limited Scope	\$32,239.00 Per Report
118	Specialty Hospitals (Public and Private) - Desk Review	\$15,683.00 Per Report
119	D.C. Public Schools - Full Scope Only	\$29,036.00 Per Report
120	CFSA Healthy Horizon Clinic - Full Scope Only	\$30,571.00 Per Report
121	D.C. Charter Schools - Full Scope	\$29,324.00 Per Report
122	D.C. Charter Schools - Limited Scope	\$16,404.00 Per Report
123	D.C. Charter Schools - Desk Review	\$9,349.00 Per Report
124	OSSE - Full Scope Only	\$29,845.00 Per Report
125	D.C. Fire & Emergency Medical Services Full Scope	\$32,806.00 Per Report
126	Federally Qualified Health Centers Full Scope	\$32,981.00 Per Report
127	Home Health Agencies – Full Scope	\$31,571.00 Per Report
128	Home Health Agencies – Limited Scope	\$15,992.00 Per Report
129	Home Health Agencies – Desk Review	\$8,555.00 Per Report

130	DRG Hospitals - Full Scope	\$61,553.00 Per Report
131	DRG Hospitals - Limited Scope	\$28,892.00 Per Report
132	DRG Hospitals – Desk Review	\$15,141.00 Per Report
133	Audit of Providers Subject to Providers Taxes - hospitals	\$28,315.00 Per Report
134	Audit of Providers Subject to Providers Taxes - nursing homes	\$28,315.00 Per Report
135	Audits of Incurred Claims of DC Healthy Families Program Managed Care Organizations	\$72,059.00 Per Report
136	Audit of DC Healthy Families Program Managed Care Organizations	\$128,682.00 Per Report
137A	Audit of Incurred Claims of Alliance Managed Care Organizations	\$64,853.00 Per Report
137B	Audit of Incurred Claims of Alliance Managed Care Organizations	\$17,242.00 Per Report
138A	Audits of Alliance Managed Care Organizations	\$115,814.00 Per Report
138B	Audits of Alliance Managed Care Organizations	\$30,293.00 Per Report
139A	Audits of Incurred Claims of Immigrant Children's Plan Managed Case Organizations	\$55,968.00 Per Report
139B	Audits of Incurred Claims of Immigrant Children's Plan Managed Case Organizations	\$16,740.00 Per Report
140A	Audits of Immigrant Children's Plan Managed Case Organizations	\$102,946.00 Per Report
140B	Audits of Immigrant Children's Plan Managed Case Organizations	\$30,293.00 Per Report
141	Audits of Incurred Claims of Dual Eligible Special Needs Program Managed Care Organizations	\$63,052.00 Per Report
142	Audits of Dual Eligible Special Needs Program Managed Care Organizations	\$101,420.00 Per Report
143	Department of Youth and Rehabilitation Services (DYRS) Full scope only	\$29,324.00 Per Report
144	Special Projects Fee	\$231.00 per hour

B.5.3 OPTION YEAR 2

B.5.3.1 The Not-to-Exceed Amount if the Contract Option Year 2 is \$2,207,592.00

CLIN	Item Description	Unit Price
201	SSAE-18 SOC 1 Type II Audit	\$132,613.00 Per Report
202	Audits of Providers Providing Services under §1115 and 1015(c) Waivers	\$29,876.00 Per Report
203	Stevie Sellows Fund Audit	\$21,562.00 Per Report
204	Nursing Home Quality of Care Fund Audit	\$21,562.00 Per Report
205	Stand Alone Nursing Facilities - Full Scope	\$44,877.00 Per Report
206	Stand Alone Nursing Facilities - Limited Scope	\$17,160.00 Per Report
207	Stand Alone Nursing Facilities - Desk Review	\$8,546.00 Per Report
208	Hospital Based Nursing Facilities - Full Scope	\$37,134.00 Per Report
209	Hospital Based Nursing Facilities - Limited Scope	\$17,160.00 Per Report
210	Hospital Based Nursing Facilities - Desk Review	\$8,546.00 Per Report
211	ICFIID - Full Scope	\$29,906.00 Per Report
212	ICFIID - Limited Scope	\$18,035.00 Per Report
213	ICFIID - Desk Review	\$8,403.00 Per Report
214	CASSIP - Full Scope	\$104,463.00 Per Report
215A	Hospital DSH Procedures	\$9,437.00 Per Procedures
215B	DSH Reporting	\$59,331.00 Per Report
216	Specialty Hospitals (Public and Private) - Full Scope	\$66,413.00 Per Report

217	Specialty Hospitals (Public and Private) - Limited Scope	\$33,208.00 Per Report
218	Specialty Hospitals (Public and Private) - Desk Review	\$16,153.00 Per Report
219	D.C. Public Schools - Full Scope Only	\$29,906.00 Per Report
220	CFSA Healthy Horizon Clinic - Full Scope Only	\$31,487.00 Per Report
221	D.C. Charter Schools - Full Scope	\$30,204.00 Per Report
222	D.C. Charter Schools - Limited Scope	\$16,896.00 Per Report
223	D.C. Charter Schools - Desk Review	\$9,628.00 Per Report
224	OSSE - Full Scope Only	\$30,741.00 Per Report
225	D.C. Fire & Emergency Medical Services Full Scope	\$33,791.00 Per Report
226	Federally Qualified Health Centers Full Scope	\$33,969.00 Per Report
227	Home Health Agencies – Full Scope	\$32,517.00 Per Report
228	Home Health Agencies – Limited Scope	\$16,471.00 Per Report
229	Home Health Agencies – Desk Review	\$8,810.00 Per Report
230	DRG Hospitals - Full Scope	\$63,400.00 Per Report
231	DRG Hospitals - Limited Scope	\$29,759.00 Per Report
232	DRG Hospitals – Desk	\$15,595.00 Per Report
233	Audit of Providers Subject to Providers Taxes - hospitals	\$29,163.00 Per Report
234	Audit of Providers Subject to Providers Taxes - nursing homes	\$29,163.00 Per Report

235	Audits of Incurred Claims of DC Healthy Families Program Managed Care Organizations	\$74,222.00 Per Report
236	Audit of DC Healthy Families Program Managed Care Organizations	\$132,543.00 Per Report
237A	Audit of Incurred Claims of Alliance Managed Care Organization	\$66,800.00 Per Report
237B	Audit of Incurred Claims of Alliance Managed Care Organization	\$17,759.00 Per Report
238A	Audits of Alliance Managed Care Organizations	\$119,289.00 Per Report
238B	Audits of Alliance Managed Care Organizations	\$31,201.00 Per Report
239A	Audits of Incurred Claims of Immigrant Children's Plan Managed Case Organizations	\$59,378.00 Per Report
239B	Audits of Incurred Claims of Immigrant Children's Plan Managed Case Organizations	\$17,759.00 Per Report
240A	Audits of Immigrant Children's Plan Managed Case Organizations	\$106,034.00 Per Report
240B	Audits of Immigrant Children's Plan Managed Case Organizations	\$31,201.00 Per Report
241	Audits of Incurred Claims of Dual Eligible Special Needs Program Managed Care Organizations	\$64,944.00 Per Report
242	Audits of Dual Eligible Special Needs Program Managed Care Organizations	\$104,463.00 Per Report
243	Department of Youth and Rehabilitation Services (DYRS) Full Scope Only	\$30,204.00 Per Report
244	Special Projects Fee	\$238.00 per hour

B.5.4 OPTION YEAR 3

B.5.4.1 The Not-to-Exceed Amount if the Contract Option Year 3 is \$1,792,840.00

CLIN	Item Description	Unit Price
301	SSAE-18 SOC 1 Type II Audit	\$135,948.00 Per Report
302	Audits of Providers Providing Services under §1115 and §1915(c) Waivers	\$30,771.00 Per Report
303	Stevie Sellows Fund Audit	\$22,210.00 Per Report
304	Nursing Home Quality of Care Fund Audit	\$22,210.00 Per Report
305	Stand Alone Nursing Facilities - Full Scope	\$46,224.00 Per Report
306	Stand Alone Nursing Facilities - Limited Scope	\$17,676.00 Per Report
307	Stand Alone Nursing Facilities - Desk Review	\$8,802.00 Per Report
308	Hospital Based Nursing Facilities - Full Scope	\$38,248.00 Per Report
309	Hospital Based Nursing Facilities - Limited Scope	\$17,676.00 Per Report
310	Hospital Based Nursing Facilities - Desk Review	\$8,802.00 Per Report
311	ICFIID - Full Scope	\$30,804.00 Per Report
312	ICFIID - Limited Scope	\$18,577.00 Per Report
313	ICFIID - Desk Review	\$8,655.00 Per Report
314	CASSIP - Full Scope	\$107,597.00 Per Report
315A	Hospital DSH Procedures	\$9,720.00 Per Procedures
315B	DSH Reporting	\$61,111.00 Per Report
316	Specialty Hospitals (Public and Private) - Full Scope	\$68,406.00 Per Report

317	Specialty Hospitals (Public and Private) - Limited Scope	\$34,204.00 Per Report
318	Specialty Hospitals (Public and Private) - Desk Review	\$16,638.00 Per Report
319	D.C. Public Schools - Full Scope Only	\$30,804.00 Per Report
320	CFSA Healthy Horizon Clinic - Full Scope Only	\$32,432.00 Per Report
321	D.C. Charter Schools - Full Scope	\$31,110.00 Per Report
322	D.C. Charter Schools - Limited Scope	\$17,402.00 Per Report
323	D.C. Charter Schools - Desk Review	\$9,917.00 Per Report
324	OSSE - Full Scope Only	\$31,663.00 Per Report
325	D.C. Fire & Emergency Medical Services Full Scope	\$34,804.00 Per Report
326	Federally Qualified Health Centers Full Scope	\$34,989.00 Per Report
327	Home Health Agencies – Full Scope	\$33,493.00 Per Report
328	Home Health Agencies – Limited Scope	\$16,966.00 Per Report
329	Home Health Agencies – Desk Review	\$9,074.00 Per Report
330	DRG Hospitals - Full Scope	\$65,302.00 Per Report
331	DRG Hospitals - Limited Scope	\$30,652.00 Per Report
332	DRG Hospitals – Desk	\$16,063.00 Per Report
333	Audit of Providers Subject to Providers Taxes - hospitals	\$30,039.00 Per Report
334	Audit of Providers Subject to Providers Taxes - nursing homes	\$30,039.00 Per Report

335	Audits of Incurred Claims of DC Healthy Families Program Managed Care Organizations	\$76,448.00 Per Report
336	Audit of DC Healthy Families Program Managed Care Organizations	\$136,518.00 Per Report
337A	Audit of Incurred Claims of Alliance Managed Care Organization	\$68,803.00 Per Report
337B	Audit of Incurred Claims of Alliance Managed Care Organization	\$18,292.00 Per Report
338A	Audits of Alliance Managed Care Organizations	\$122,866.00 Per Report
338B	Audits of Alliance Managed Care Organizations	\$32,138.00 Per Report
339A	Audits of Incurred Claims of Immigrant Children's Plan Managed Case Organizations	\$61,158.00 Per Report
339B	Audits of Incurred Claims of Immigrant Children's Plan Managed Case Organizations	\$18,292.00 Per Report
340A	Audits of Immigrant Children's Plan Managed Case Organizations	\$109,214.00 Per Report
340B	Audits of Immigrant Children's Plan Managed Case Organizations	\$32,138.00 Per Report
341	Audits of Incurred Claims of Dual Eligible Special Needs Program Managed Care Organizations	\$66,893.00 Per Report
342	Audits of Dual Eligible Special Needs Program Managed Care Organizations	\$107,597.00 Per Report
343	Department of Youth and Rehabilitation Services (DYRS) Full scope only	\$31,110 Per Report
344	Special Projects Fee	\$245.00 per hour

B.5.5 OPTION YEAR 4

B.5.5.1 The Not-to-Exceed Amount if the Contract Option Year 4 is \$1,739,773.00

CLIN	Item Description	Unit Price (B)
401	SSAE-18 SOC 1 Type II Audit	\$139,318.00 Per Report
402	Audits of Providers Providing Services under §1115 and §1915(c) Waivers	\$31,695.00 Per Report
403	Stevie Sellows Fund Audit	\$22,876.00 Per Report
404	Nursing Home Quality of Care Fund Audit	\$22,876.00 Per Report
405	Stand Alone Nursing Facilities - Full Scope	\$47,610.00 Per Report
406	Stand Alone Nursing Facilities - Limited Scope	\$18,206.00 Per Report
407	Stand Alone Nursing Facilities - Desk Review	\$9,066.00 Per Report
408	Hospital Based Nursing Facilities - Full Scope	\$39,394.00 Per Report
409	Hospital Based Nursing Facilities - Limited Scope	\$18,206.00 Per Report
410	Hospital Based Nursing Facilities - Desk Review	\$9,066.00 Per Report
411	ICFIID - Full Scope	\$31,728.00 Per Report
412	ICFIID - Limited Scope	\$19,135.00 Per Report
413	ICFIID - Desk Review	\$8,914.00 Per Report
414	CASSIP - Full Scope	\$110,824.00 Per Report
415A	Hospital DSH Procedures	\$10,012.00 Per Report

415B	DSH Reporting	\$62,943.00 Per Report
416	Specialty Hospitals (Public and Private) - Full Scope	\$70,457.00 Per Report
417	Specialty Hospitals (Public and Private) - Limited Scope	\$35,230.00 Per Report
418	Specialty Hospitals (Public and Private) - Desk Review	\$17,136.00 Per Report
419	D.C. Public Schools - Full Scope Only	\$31,728.00 Per Report
420	CFSA Healthy Horizon Clinic - Full Scope Only	\$33,405.00 Per Report
421	D.C. Charter Schools - Full Scope	\$32,044.00 Per Report
422	D.C. Charter Schools - Limited Scope	\$17,925.00 Per Report
423	D.C. Charter Schools - Desk Review	\$10,214.00 Per Report
424	OSSE - Full Scope Only	\$32,612.00 Per Report
425	D.C. Fire & Emergency Medical Services Full Scope	\$35,849.00 Per Report
426	Federally Qualified Health Centers Full Scope	\$36,039.00 Per Report
427	Home Health Agencies – Full Scope	\$34,497.00 Per Report
428	Home Health Agencies – Limited Scope	\$17,474.00 Per Report
429	Home Health Agencies – Desk Review	\$9,348.00 Per Report
430	DRG Hospitals - Full Scope	\$67,261.00 Per Report
431	DRG Hospitals - Limited Scope	\$31,571.00 Per Report
432	DRG Hospitals – Desk Review	\$16,547.00 Per Report
433	Audit of Providers Subject to Providers Taxes - hospitals	\$30,940.00 Per Report

434	Audit of Providers Subject to Providers Taxes - nursing homes	\$30,940.00 Per Report
435	Audits of Incurred Claims of DC Healthy Families Program Managed Care Organizations	\$78,743.00 Per Report
436	Audit of DC Healthy Families Program Managed Care Organizations	\$140,613.00 Per Report
437A	Audit of Incurred Claims of Alliance Program Managed Care Organizations	\$70,869.00 Per Report
437B	Audit of Incurred Claims of Alliance Program Managed Care Organizations	\$18,841.00 Per Report
438A	Audits of Alliance Managed Care Organizations	\$126,552.00 Per Report
438B	Audits of Alliance Managed Care Organizations	\$33,102.00 Per Report
439A	Audits of Incurred Claims of Immigrant Children's Plan Managed Case Organizations	\$62,994.00 Per Report
439B	Audits of Incurred Claims of Immigrant Children's Plan Managed Case Organizations	\$18,841.00 Per Report
440A	Audits of Immigrant Children's Plan Managed Case Organizations	\$112,490.00 Per Report
440B	Audits of Immigrant Children's Plan Managed Case Organizations	\$33,102.00 Per Report
441	Audits of Incurred Claims of Dual Eligible Special Needs Program Managed Care Organizations	\$68,899.00 Per Report
442	Audits of Dual Eligible Special Needs Program Managed Care Organizations	\$110,824.00 Per Report
443	Department of Youth and Rehabilitation Services (DYRS) Full scope only	\$32,044.00 Per Report
444	Special Projects Fee	\$252.00 Per Hour

B.5.6 Alternative Prices

- 1. CLINs Managed Care Organizations Audits D.C. Healthy Families Program, Alliance Program, and Immigrant Children’s Program.** The pricing for the managed care organizations (MCOs) audits CLINs outlined in the Price Schedules for the Alliance Programs (CLINs 038A, 138A, 238A, 338A, and 438A) and the Immigrant Children’s Programs (CLINs 040A, 140A, 240A, 340A, and 440A) noted with “**A**”, are established as the unit price for task orders being issued separately on differing reporting periods for the individual CLINs. For example, Base Year CLIN 038A on one task order. However, if the District issues one task order for the three programs for the Managed Care Organizations Audits D.C. Healthy Families Program, Alliance Program, and Immigrant Children’s Program to be performed concurrently, the District can utilized the lower CLIN pricing noted as “**B**” for the Alliance Programs (CLINs 038B, 138B, 238B, 338B, and 438B) and for the Immigrant Children’s Programs (CLINs 040B, 140B, 240B, 340B, and 440B). For example, Base Year CLINs 036, 038B, and 040B on one task order.

- 2. CLINs Audits of Incurred Claims D.C. Healthy Families Program, Alliance Program, and Immigrant Children’s Program Managed Care Organizations.** The pricing for the audits of incurred claims CLINs outlined in the Price Schedule for the Alliance Programs (CLINs 037A, 137A, 237A, 337A, and 437A) and the Immigrant Children’s Programs (CLINs 039A, 139A, 239A, 339A, and 439A) noted with “**A**”, are established as the unit price for task orders being issued separately on differing reporting periods for the individual CLINs. For example, Base Year CLIN 037A on one task order. However, if the District issues one task order for these three program audits of incurred claims for the D.C. Healthy Families Program, Alliance Program, and Immigrant Children’s Program to be performed concurrently, the District can utilized the lower CLIN pricing noted as “**B**” for the Alliance Programs (CLINs 037B, 137B, 237B, 337B, and 437B) and the Immigrant Children’s Programs (CLINs 039B, 139B, 239B, 339B, and 439B). For example, Base Year CLINs 035, 037B, and 039B on one task order.

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 **SCOPE**

The District of Columbia Office of the Chief Financial Officer, Office of Contract, on behalf of the Human Support Services Cluster (HSSC) (the "District") is awarding a contract to provide audit services on behalf of the Department of Health Care Finance (DHCF) to assure that payments made to health care services providers participating in the Medicaid Program are in compliance with Federal and District laws and rules, and comply with Federal and District audit requirements.

C.2 **BACKGROUND**

C.2.1 The Medicaid Program was established in accordance with applicable provisions of Title XIX of the Social Security Act to provide medical and other services to medically needy and indigent persons. The public and private providers of health care services who participate in the Medicaid Program ("Providers") are entitled to reimbursement determined for specific health care services rendered to Medicaid recipients in accordance with the prescribed methodologies set forth in the District of Columbia State Plan for Medical Assistance ("State Plan") (Accessible at <http://dhcf.dc.gov/page/medicaid-state-plan>) under Section 4.19 - General Program Administration, Payment for Services.

C.2.2 The Medicaid Program follows the reimbursement requirements set forth in the State Plan and Title 29 D.C. Municipal Regulations (DCMR). However, if specific guidance is not provided in the State Plan, authoritative guidance is sought in the following sources:

1. Code of Federal Regulations Title 42 (42 CFR)
2. Medicare Benefit Policy Manual Chapter 15
3. Medicare Provider Reimbursement Manual (PRM) Parts I and II
4. Medicare Statutes and Regulations
5. Generally Accepted Accounting Standards
6. Generally Accepted Auditing Standards
7. Government Auditing Standards (Yellow Book)
8. District of Columbia Statutes and Rules Governing the Medicaid Program
9. Centers for Medicare & Medicaid Services (CMS)
10. Estimated Useful Lives of Depreciable Hospital Assets (American Hospital Association)
11. Medical Loss Ratio (MLR) Monitoring, Reporting, and Oversight: A Toolkit

for States to Ensure Complete and Accurate MLR Reporting (CMS)

12. Statement on Standards for Attestation Engagements (SSAE) No. 18

- C.2.3 Providers are required to submit cost reports for purposes of assessing trends in health care costs and for other purposes as determined by the Medicaid Program. In certain cases cost reports determine or contribute in determining Providers' reimbursement. Audits are necessary to verify costs and other submitted data necessary to establish rates and information used in analyzing and determining rate methodologies and Medicaid Program costs.
- C.2.4 The Medicaid Program uses an outside service organization for providing Medicaid Management Information Systems (MMIS) services to process claims and assist in reporting of expenditures to Providers. Due to the magnitude of such services, the District's Annual Comprehensive Financial Report requires that an independent auditor conduct an assessment of the control activities of the service organization providing MMIS services. Statements on Standards for Attestation Engagements (SSAE) 18, System and Organization Controls (SOC) 1 Type 2 audits are examinations of service organizations' internal controls to evaluate their design and effectiveness on financial reporting throughout the district's fiscal year.

C.3 REQUIREMENTS

- C.3.1 The Contractor shall provide audit services to ensure cost reports and other submitted data of Providers are accurate and reasonable in accordance with reimbursement requirements and guidance set forth in the State Plan and authoritative sources.
- C.3.2 The Contractor shall perform the following general requirements in each audit service:
1. The Contractor shall determine if Providers have implemented and utilized financial, administrative, and internal control procedures to discharge their cost reporting responsibilities under the State Plan and Title 29 D.C. Municipal Regulations (DCMR).
 2. The Contractor shall determine through cost sampling, AICPA standard procedures, or other authoritative guidance whether the costs incurred and claimed are allowable under the State Plan and to recommend adjustments based on tests of reliability and allowability.
 3. The Contractor shall provide its findings as to whether the Providers' cost reports present a fair basis for reimbursement for services rendered in conformity with the State Plan and Title 29 D.C. Municipal Regulations (DCMR) and whether the Providers' cost reports are prepared on a consistent basis from one period to the next.
 4. The Contractor shall determine whether financial operations are in accordance with the State Plan and Title 29 D.C. Municipal Regulations (DCMR) and whether the financial report of the Provider is fairly presented.
 5. The Contractor shall verify the accuracy and reasonableness of all such information obtained by examining the records and other supporting evidence, to the extent necessary to

- prepare an authoritative, objective report.
6. The Contractor shall report and make recommendations concerning the detection and correction of all improper, unallowable, or unusual costs to the District.
 7. The Contractor shall audit Providers, as ordered by the District, in accordance with the audit requirements contained in the State Plan and Title 29 D.C. Municipal Regulations (DCMR).
 8. The Contractor shall subject the Provider's cost reports to the verification level chosen by the District at the time of an audit request. The three (3) levels of verification are as follows:
 - a) Full Scope - an audit that includes all procedures necessary for the Contractor to provide an opinion as to whether the Provider's cost report as a whole presents a fair basis for reimbursement, in accordance with the State Plan. A full scope audit involves examination of detailed support of transactions and specific account balances. Support shall be obtained for the items listed below:
 - i. Independent verification of the Provider's licenses.
 - ii. Independent verification of the Provider's vendor purchases, contracts, and other claimed costs.
 - iii. Independent verification of the Provider's staffing levels and pertinent credentials.
 - iv. Independent verification of recipient level of care.
 - v. Independent verification of the patient fund account expenditures.
 - b) Limited Scope - an audit covering specific areas performed by utilizing procedures agreed upon by the Contractor and the District to provide limited assurance that costs claimed are allowable, reasonable, and in accordance with the State Plan. A limited scope audit involves analytical review and reasonableness testing of transactions and specific account balances as guided by AICPA standards and other authoritative guidance.
 - c) Desk Review - an in-house review of submitted cost reports performed by utilizing procedures agreed upon by the Contractor and the District.
 9. The Contractor shall design and execute desk review procedures, limited scope procedures, and field audit procedures for full scope verification. The procedures shall be designed for each designated task and shall be consistent with the scope of work.
 10. The Contractor shall, as necessary, plan engagements, conduct entrance and exit conferences, perform field work if necessary, submit final audit reports with audit adjustments, review subsequently submitted documentation (including that submitted post-exit conference) and revise audit reports accordingly.
 11. The Contractor shall discuss the scope and conduct of the audit with the Provider being audited and notify DHCF of the scheduled entrance and exit interviews with each Provider

in order for a DHCF representative to be present. At the exit interview the Contractor shall identify all potential disallowances to the Provider and give a time-frame for the Provider to submit documentation to prevent any potential disallowances or adjustments.

12. The Contractor shall maintain and organize working papers in a manner agreeable to both the District and the Contractor and maintain all data, material and working papers in a location with convenient access to the District.
13. The Contractor shall utilize either Health Financial Systems or KMPG Peat Marwick Compu-Max MICRO Systems software products or the equivalent approved by CMS for processing hospital cost reports.
14. Conflict of Interest
 - a) The Contractor shall not have any conflict of interest as defined in the AICPA Code of Professional Conduct.
 - b) Providers posing a potential conflict of interest to the Contractor shall be identified and a description given of the circumstance of the potential conflict of interest.
 - c) The Contractor shall also inform the District of any audit staff who seeks employment with a Provider while an audit is in progress.
 - d) The Contractor shall refer to and act in accordance with the AICPA Code of Professional Code whenever a conflict arises during the term of the Contract.
 - e) In addition, the Contractor shall present to the District the steps the Contractor will take to eliminate the conflict.
 - f) The District reserves the right to review the Contractor's conflict elimination plan.
15. The Contractor shall meet with Providers and DHCF to resolve post exit issues, to resolve appeals, and to represent DHCF at judicial proceedings.
16. The Contractor shall cooperate and assist in preparation and defense of administrative or civil litigation arising under the Contract that relates to the performance and results of Contractor's performance of auditing and related services including, but not limited to, providing documents and witnesses. The Contractor shall be available beyond the termination of this Contract for the defense of any auditing and related services including, but not limited to, providing documents and witnesses.
17. The Contractor shall complete position papers to support the District's position regarding issues on appeals before the District of Columbia Office of Administrative Hearings, or reimbursement-related lawsuits in the Federal and District Courts, or other administrative tribunals within the time frame established by the Office of Administrative Hearings, court, or tribunal.
18. Administrative reviews are an integral part of the audit process. These reviews are normally filed subsequent to the issuance of the final rate or reimbursement notices and can vary significantly in the level of effort required. Therefore, the Contractor shall be available to assist the District in presenting its position before the Office of Administrative Hearings.

C.3.3 The Contractor shall perform audit services of the following types of private providers:

1. Nursing Facilities

2. Hospitals
3. Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICFIID)
4. Child and Adolescent Supplemental Security Income Program (CASSIP)
5. DC Healthy Families Program Managed Care Organizations
6. DC Alliance Managed Care Organizations
7. Immigrant Children's Managed Care Organizations
8. Dual Eligible Special Needs Managed Care Organizations
9. Disproportionate Share Hospitals (DSH) Receiving Distributions
10. Federally Qualified Health Centers
11. Home Health Agencies
12. Providers providing services pursuant to authority under authority of §1115 and §1915(c) of the Social Security Act.

C.3.4 In addition to the general requirements, CASSIP audits shall be annual, full scope audits of the Provider determining expenditures for medical claims paid and differences between claims experience, capitation payments, and compliance with the CASSIP contract. The audit shall also determine the effect of risk corridors on final settlement.

C.3.5 In addition to the general requirements, audits of dual eligible special needs MCO plans shall be annual, full scope audits of the Provider determining expenditures for medical claims paid and differences between claims experience, capitation payments, and compliance with the dual eligible special needs contract. The audit shall also determine the effect of risk corridors on final settlement.

C.3.6(a) In addition to the general requirements, the Contractor shall perform financial audits on incurred claims of all Healthy Families Plan MCOs to confirm that amounts paid to providers for providing Medicaid-covered services to enrollees are in compliance with standards set forth in 42 CFR §438.8(e)(2).

C.3.6(b) In addition to the general requirements and relying on incurred claims information supplied by DHCF the Contractor shall perform financial audits annually on all Healthy Families Plan MCOs to confirm that amounts paid to providers for providing Medicaid-covered services to enrollees are in compliance with standards set forth in 42 CFR §438.8. The District is required to provide periodically for the audit of the accuracy, truthfulness and completeness of each Healthy Families Plan MCO's financial data, including the Medical Loss Ratio. In addition, relying on incurred claims data the Contractor will consider each Healthy Families Plan MCO's health care quality improvement activities, non-claims costs, premium revenue, taxes and licensing and regulatory fees, allocation of expenses and credibility adjustments as set forth in 42 CFR §438.8, determine each Healthy Families Plan MCO's Medical Loss Ratio and calculate each Healthy Families Plan MCO's receivables and liabilities in accordance with the risk share requirements of contracts between each Health Families Plan MCO and DHCF.

C.3.7(a) In addition to the general requirements, the Contractor shall perform annual financial audits on incurred claims of all Alliance MCOs to confirm that amounts paid to providers for providing covered services to enrollees are in compliance with standards set forth in 42 CFR §438.8(e)(2).

- C.3.7(b) In addition to the general requirements and relying on incurred claims information supplied by DHCF the Contractor shall perform financial audits annually on all Alliance MCOs to confirm that amounts paid to providers for providing covered services to enrollees are in compliance with standards set forth in 42 CFR §438.8. The District is required to provide periodically for the audit of the accuracy, truthfulness and completeness of each Alliance MCO's financial data, including the Medical Loss Ratio. In addition, relying on incurred claims data the Contractor will consider each Alliance MCO's health care quality improvement activities, non-claims costs, premium revenue, taxes and licensing and regulatory fees, allocation of expenses and credibility adjustments as set forth in 42 CFR §438.8, determine each Alliance MCO's Medicaid Loss Ratio and calculate each Alliance MCO's receivables and liabilities in accordance with the risk share requirements of contracts between each Alliance Plan MCO and DHCF.
- C.3.8(a) In addition to the general requirements, the Contractor shall perform annual financial audits on incurred claims of all Immigrant Children's Plan MCOs to confirm that amounts paid to providers for providing Medicaid-covered services to enrollees are in compliance with standards set forth in 42 CFR §438.8(e)(2).
- C.3.8(b) In addition to the general requirements and relying on incurred claims information supplied by DHCF the Contractor shall perform financial audits annually on all Immigrant Children's Plan MCOs to confirm that amounts paid to providers for providing Medicaid-covered services to enrollees are in compliance with standards set forth in 42 CFR §438.8. The District is required to provide periodically for the audit of the accuracy, truthfulness and completeness of each Immigrant Children's Plan MCO's financial data, including the Medical Loss Ratio. In addition, relying on incurred claims data the Contractor will consider each Immigrant Children's Plan MCO's health care quality improvement activities, non-claims costs, premium revenue, taxes and licensing and regulatory fees, allocation of expenses and credibility adjustments as set forth in 42 CFR §438.8, determine each Immigrant Children's Plan MCO's Medicaid Loss Ratio and calculate each Immigrant Children's Plan MCO's receivables and liabilities in accordance with the risk share requirements of contracts between each Immigrant Children's Plan MCO and DHCF.
- C.3.9(a) In addition to the general requirements, the Contractor shall perform annual financial audits on incurred claims of all Dual Eligible Special Needs Plan MCOs to confirm that amounts paid to providers for providing covered services to enrollees are in compliance with standards set forth in 42 CFR §438.8(e)(2).
- C.3.9(b) In addition to the general requirements and relying on incurred claims information supplied by DHCF the Contractor shall perform financial audits annually on all Dual Eligible Special Needs Plan MCOs to confirm that amounts paid to providers for providing covered services to enrollees are in compliance with standards set forth in 42 CFR §438.8. The District is required to provide periodically for the audit of the accuracy, truthfulness and completeness of each Dual Eligible Special Needs Plan MCO's financial data, including the Medical Loss Ratio if included in the Dual Eligible Special Needs Plan MCO's contract. In addition, relying on incurred claims data the Contractor will consider each Dual Eligible Special Needs Plan MCO's health care quality improvement activities, non-claims costs, premium revenue, taxes and licensing and regulatory fees, allocation of expenses and credibility adjustments as set forth in 42 CFR §438.8, determine each Dual Eligible Special Needs Plan MCO's Medical Loss

Ratio if included in the Dual Eligible Special Needs Plan MCO's contract and calculate each Dual Eligible Special Needs Plan MCO's receivables and liabilities in accordance with the risk share requirements of contracts between each Dual Eligible Special Needs Plan MCO and DHCF.

C.3.10 In addition to the general requirements, DSH audits shall be in compliance with the CMS final rule and any subsequent changes regarding audits of the program's annual DSH payments. The Contractor shall review DHCF data used to calculate allotments, obtain and test hospitals' data to determine DSH limits, test DHCF compliance with required verification procedures, perform selective claims testing, prepare for DHCF submission to CMS a report of the audit and provide and maintain for future reference all other required documentation in accordance with CMS format, requirements and filing deadlines. The Contractor shall also recalculate amounts that individual hospitals are entitled to and assist DHCF in redistribution of preliminarily distributed payments.

C.3.11 In addition to the general requirements, for all providers listed in C.3.3 audits shall reconcile payments with costs and compute settlement amounts.

C.3.12 The Contractor shall perform audit services of the following types of public providers:

1. D. C. Public Schools (DCPS)
2. Child and Family Services Agency's (CFSA) Healthy Horizon Clinic
3. Department of Youth and Rehabilitation Services (DYRS)
4. D.C. Charter Schools
5. St. Elizabeths Hospital
6. D.C. Fire & Emergency Medical Services (FEMS)
7. Office of the State Superintendent of Education (OSSE)

C.3.13 SSAE-18 SOC 1 Type 2 Audits:

1. The Contractor shall annually perform a Standards for Attestation Engagements 18 Systems and Organization Controls 1 Type 2 audit of the Medicaid Program and District's fiscal agent on the design of policies and procedures placed in operation, as well as the operating effectiveness of such policies and procedures. In addition to the applicable general audit requirements, the Contractor shall plan the engagement, meet with DHCF and contract personnel on site in order to understand and document systems, controls, program changes, file protection and security of user records, and test systems, conduct entrance and exit interviews, and timely issue the SSAE 18 SOC 1 Type 2 audit report. The work to be performed shall include procedures performed on all related vendors of sufficient materiality to warrant consideration in determining the auditor's opinion.
2. The SSAE-18 SOC 1 Type 2 audit shall be performed annually in line with the District's fiscal year cycle from October 1 to September 30.

C.3.14 The Contractor shall perform audit services of the Stevie Sellows Fund. The Stevie Sellows Fund Audit is an internal audit of the assessments, collections and disbursements of funds pursuant to D.C. Official Code § 47-1273, which imposes a provider tax on all intermediate care facilities for individuals with intellectual disabilities (ICF/IID) operating in the District of Columbia.

C.3.15 The Contractor shall perform audit services of the Nursing Home Quality of Care Fund. The Nursing Home Quality of Care Fund Audit is an internal audit of the assessments, collections and disbursements of funds pursuant to D.C. Official Code §§ 47-1261-1269, which imposes a provider tax on all nursing facilities operating in the District of Columbia.

C.3.16 The Contractor shall perform audits of the financial and other data required for computation of the provider tax for hospitals.

C.3.17 The Contractor shall perform audits of the financial and other data required for computation of the provider tax for nursing homes.

C.3.18 Notwithstanding the foregoing, at the option of both DHCF and the Contractor the two may agree on procedures to be applied to providers as an entity with hours agreed upon depending on the nature and complexity of the provider, such procedures to be designed to apply to all types of services and cost accumulating areas of the entity under consideration.

C.3.19 Deadlines

1. The Contractor shall complete audits and services and deliver reports on or before the required dates indicated, following issuance of a task order, unless additional time is specified in the task order:
 - a. SSAE-18 SOC 1 Type 2 examinations before January 1 following the fiscal year under audit.
 - b. Hospital audits within five (5) months.
 - c. ICFIID audits within three (3) months.
 - d. Nursing Facilities (Stand Alone and Hospital Based) audits within three (3) months.
 - e. CASSIP audits within four (4) months. Due dates for all other audits and services will be determined by the District and will be specified in the task order's scope of work.
 - f. Healthy Families Plan MCO audits within five (5) months. Due dates for all other audits and services will be determined by the District and will be specified in the task order's scope of work.
 - g. Alliance MCO audits within five (5) months. Due dates for all other audits and services will be determined by the District and will be specified in the task order's scope of work.
 - h. Immigrant Children plan MCO audits within five (5) months. Due dates for all other audits and services will be determined by the District and will be specified in the task order's scope of work.
 - i. Dual Eligible Special Needs MCO audit within five (5) months. Due dates for all other audits and services will be determined by the District and will be specified in the task order's scope of work.
 - j. DSH audits, reporting, and redistribution calculation within five (5) months.
 - k. DCPS audits within five (5) months.
 - l. CFSA Healthy Horizon Clinic audits within five (5) months.
 - m. DYRS audits within five (5) months.
 - n. OSSE audits within five (5) months.

- o. D.C. Chartered Schools within five (5) months
 - p. D.C. Fire and Emergency Medical Services within five (5) months
 - q. Federally Qualified Health Centers within five (5) months.
 - r. Home Health Agencies within five (5) months.
2. The Contractor shall provide written progress reports of ongoing audits and services, in a form acceptable to the District, every month.
 3. The Contractor shall provide a periodic statement of account for each audit assigned and performed, reflecting the total fee for the audit, the amount billed, the amount received, any contingency amount, and the outstanding balance.
 4. If the number of cost reports and/or Providers increases significantly during the term of the Contract, the District may revise the required timeframes accordingly through a bilateral contract modification with the Contractor.
 5. The Contractor shall not be held to the Deadlines in the event of a MMIS system failure or other circumstances covered under the Force Majeure provision of the Contract.

C.3.20 Equitable Adjustments

1. The following Impact Circumstances may potentially affect singularly or collectively the scope of work and cost of an audit service.
 - a. Revision in cost data provided subsequent to the verification by the Providers.
 - b. Sale of facilities, thereby necessitating interim period verification as of the date of sale.
 - c. Providers who terminate participation in the Medicaid Program during the year.
 - d. Providers who change their fiscal year, thereby necessitating a special verification of a short period cost report.
2. The Contractor may request, for the District's consideration, an upward equitable adjustment to a task order based on the justification of an Impact Circumstance that increases the scope of work and costs.
3. The District may modify a task order for a downward equitable adjustment based on the justification of an Impact Circumstance that decreases the scope of work and costs.
4. Any Contractor request for an upward equitable adjustment to a task order not based on the justification of an Impact Circumstance will be denied by the District, unless reasonably justified.

C.3.21 Business Associate Agreement

The Contractor shall agree to acceptance of and compliance with the Attachment J.3, District of Columbia Business Associate Agreement.

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

All reports and deliverables that are in “hard copy” and physically transported through the U.S. mail or private courier services are to be securely packaged using the Contractor’s best practices.

D.2 MARKING

- D.2.1 Unless otherwise specified herein, all reports and deliverables delivered under this contract must be plainly marked, stating the Contractor’s name, contract number and addressed to the recipient, including the name of the office or floor, and the recipient’s office telephone number as noted in the contract.
- D.2.2 In case of carload lots, the Contractor shall tag the car, stating Contractor’s name and contract number. Any failure to comply with these instructions will place the material at the Contractor’s risk.
- D.2.3 Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

SECTION E

INSPECTION, ACCEPTANCE AND WARRANTY OF SERVICES

E.1 INSPECTION

- E.1.1 All supplies and services provided by the Contractor under this contract shall be subject to inspection by the Contracting Officer's Technical Representative ("COTR") identified in Section G.1 (b).
- E.1.2 Inspection of Supplies
- (a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
 - (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
 - (c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.
 - (d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
 - (e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.
 - (1) When supplies are not ready at the time specified by the Contractor for

inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest.

- (f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.
- (j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
- (k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.
- (l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable

under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

E.1.3 Inspection of Services

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.
- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

E.2 ACCEPTANCE

Acceptance of all products and services provided under this contract shall be performed by the COTR. Acceptance means approval by the COTR of specific services as partial or complete performance of the contract.

E.3 WARRANTY OF SERVICES

- E.3.1 The time period for this warranty provision is the life of the contract plus all active options and extensions.

E.3.2 Warranty Provision:

- (a) Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of discovery. This notice shall state either:
 - (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
 - (2) That the District does not require correction or reperformance.
- (b) If the Contractor is required to correct or reperform, it shall be at no cost to the District, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the District thereby, or make an equitable adjustment in the contract price.
- (c) If the District does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

SECTION F

PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be from the Contract Effective Date to November 30, 2026.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

- F.2.1 The District may extend the term of this contract for a period of four (4), one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.
- F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.
- F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.3 DELIVERABLES

- F.3.1 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in Section G in accordance with Section C.
- F.3.2 The Contractor shall submit to the District, as a deliverable, the report described in Section I.31 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.6.

SECTION G

CONTRACT ADMINISTRATION

G.1 CONTRACT ADMINISTRATORS

(a) Contracting Officer

- i. The Contracting Officer (or “CO”) for this contract is:

Drakus Wiggins
Contracting Officer
Office of the Chief Financial Officer
1100 4th St. SW Suite E620
Washington, DC 20024
Telephone: (202) 442-7121
Fax: 202-442-6454
E-mail address: drakus.wiggins@dc.gov

- ii. The Contracting Officer is the only official authorized to legally bind the District and make changes to the requirements, terms and conditions of this contract. Only the Contracting Officer can increase, decrease, extend or terminate this contract. All other changes are unauthorized.
- iii. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- iv. In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

(b) Contracting Officer Technical Representative (COTR)

- i. The COTR for this contract is:

Frederick Hoeflinger
Reimbursement Supervisor
Human Support Services Cluster (HSSC)
441 4th St. N.W., Suite 960-N Washington, DC 20001
(202) 442-9071
Frederick.Hoeflinger@dc.gov

- ii. The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the

requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- a. Keeping the Contracting Officer fully informed of any technical or contractual difficulties encountered during the performance period and advising the Contracting Officer of any potential problem areas under the contract;
 - b. Coordinating site entry for Contractor personnel, if applicable;
 - c. Reviewing invoices for completed work and approving invoices if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - d. Reviewing and approving invoices for deliverables to ensure receipt of goods and services.
 - e. Timely processing of invoices and vouchers in accordance with the District's payment provisions; and
 - f. Maintaining a file that includes all contract correspondence, modifications, records of inspections and invoice or vouchers.
- iii. The COTR does NOT have the authority to:
- a. Award, agree to, or sign any contract, delivery order or task order. Only the Contracting Officer shall make contractual agreements, commitments or modifications;
 - b. Grant deviations from or waive any of the terms and conditions of the contract;
 - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - d. Authorize the expenditure of funds by the Contractor;
 - e. Change the period of performance; or
 - f. Authorize the use of District property, except as specified under the contract.
- iv. The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.2 INVOICE PAYMENT

G.2.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.2.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor. The District reserves the right to conduct post payment reviews or audits.

G.2.3 Unless otherwise specified in this contract, and with presentation of a properly executed invoice:

- a) Payment will be made on completion and acceptance of each item for which the price is stated in the Pricing Schedule in Section B,
- b) Payment will be made on completion and acceptance of each percentage or milestone of work in accordance with the prices stated in the Pricing Schedule in Section B, or
- c) Payment may be made on partial deliveries of goods and services accepted by the District if the Contractor requests it and the amount due on the deliveries warrants it as determined by the District.

G.3 INVOICE SUBMITTAL

G.3.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>

G.3.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

G.3.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.4 THE QUICK PAYMENT ACT

G.4.1 Interest Penalties to Contractors

G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

G.4.1.1.1 The date on which payment is due under the terms of this contract;

G.4.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.4.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.4.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.4.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

G.4.1.2.1 3rd day after the required payment date for meat or a meat product;

G.4.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.4.1.2.3 15th day after any other required payment date.

G.4.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.4.2 Payments to Subcontractors

G.4.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

G.4.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.4.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.4.2.2 The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

G.4.2.2.1 3rd day after the required payment date for meat or a meat product;

G.4.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.4.2.2.3 15th day after any other required payment date.

G.4.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.4.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.4.3 Subcontract requirements

- G.4.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).
- G.4.3.2 The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G. 5.1 The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.6.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final requests for payment shall be accompanied by the report or a waiver of compliance pursuant to Section I.31.
- G.6.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer’s final determination or approval of waiver of the Contractor’s compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement requirements.

G.7 ORDERING CLAUSE

- G.7.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders, task orders, or purchase orders by the CO. Such orders may be issued during the term of this contract.
- G.7.2 All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.

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G.7.3 If mailed, an order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 STAFFING

The Contractor shall not employ or permit the employment of any unfit or unqualified person or persons not skilled in the tasks assigned to them by the contractor. The Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Contractor shall be responsible to the District for all acts and omissions of the Contractor's employees, agents and subcontractors and the Contractor shall enforce strict discipline among the Contractor's employees, agents and subcontractors performing the services under the Contract. Employees, agents and subcontractors of the Contractor shall, at the written request of the District, and within the District's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

H.2 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer in consultation with the COTR. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder, including any work conducted by a subcontractor.

H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

H.3.1 Beneficiaries of all non-construction contracts for government-assisted projects in excess of \$250,000, unless a waiver has been approved by the Director of the Department of Small and Local Business Development in accordance with D.C. Code §2-218.51, are required to:

- (a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or
- (b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- (c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.

- (d) Beneficiaries certified as a small business enterprise, local business enterprise, or disadvantaged business enterprise shall not have to comply with Sections H.3.1(a) or H.3.1(b). Nonetheless, Beneficiaries certified as a small business enterprise, local business enterprise, or disadvantaged business enterprise that does subcontract any portion of the contract work must submit a subcontracting plan to show the Beneficiary is retaining the minimum required amount of work with its own organization and resources and to show the Beneficiary subcontracts with certified business enterprises pursuant to D.C. Code § 2-218.46.

H.3.2

- (a) For each government-assisted project for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises. A certified business enterprise prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (b) For each government-assisted project for which a certified joint venture is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises. If the certified business enterprise member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (c) For each government-assisted project of \$1 million or less for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the on-site work with its own workforce.

H.3.3 Bids or proposals responding to a solicitation, including an open market solicitation, shall be deemed nonresponsive and shall be rejected if a subcontracting plan is required by law and the Beneficiary fails to submit a subcontracting plan as part of its bid or proposal and the Beneficiary fails to submit a plan that meets the criteria set forth in H.3.4. The subcontracting plan required shall be provided before the District accepts the submission of the bid or proposal.

H.3.4 A Beneficiary's subcontracting plan shall specify all of the following:

- (a) The name and address of the subcontractor;
- (b) A certification number of the small or certified business enterprise, current as of the solicitation closing date;
- (c) The scope of work to be performed by the subcontractor; and
- (d) The price to be paid by the Beneficiary to the subcontractor.

- H.3.5 No Beneficiary shall be allowed to amend the subcontracting plan filed as part of its bid or proposal except with the consent of the Director of the Department of Small and Local Business Development. Any reduction in the dollar volume of the subcontracted portion resulting from such amendment of the plan shall inure to the benefit of the District.
- H.3.6 No multiyear contracts or extended contracts, which are not in compliance with D.C. Code §2-218.46 or this Section H.3 at the time of the contemplated exercise of the option or extension, shall be renewed or extended, and any such option or extension shall be void.
- H.3.7 A Beneficiary shall submit to the Contracting Officer, project manager, and the Director of the Department of Small and Local Business Development (at compliance.enforcement@dc.gov) copies of the executed contracts with the subcontracts identified in the subcontracting plan. Failure to submit copies of the executed contracts shall render the underlying contract voidable by the District.
- H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development upon the initiation and completion of a project.
- H.3.9 Within 30 days after the end of each quarter, the Beneficiary shall provide a quarterly report to the Department of Small and Local Business Development (at compliance.enforcement@dc.gov), the Contracting Officer, and the project manager which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:
- (a) The price to be paid by the contractor to the subcontractor;
 - (b) A description of the goods procured or the services contracted for;
 - (c) The amount paid by the contractor to the subcontractor under the subcontract; and
 - (d) A copy of the fully executed subcontract, if it was not provided in a prior quarterly report. If not included, the Beneficiary shall not receive credit toward the subcontracting requirements of this section for that subcontract.
- The Beneficiary shall access the DSLBD forms to complete the reporting requirements. The Beneficiary shall contact DSLBD at (202) 727-3900 or at compliance.enforcement@dc.gov for instructions on SBE Forms.
- H.3.10 Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, and the project manager to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.
- H.3.11 A Beneficiary and/or certified business enterprise subject to this section, that fails to meet the requirements of this section shall be subject to penalties set forth in D.C. Code §2-218.63.
- H.3.12 For purposes of this Section H.3, the term:

- (a) “Beneficiary” means a business enterprise that is the prime contractor or developer on a government-assisted project.
- (b) “Government-assisted project” means:
 - i. A contract executed by an agency on behalf of the District or pursuant to statutory authority that involves District funds or, to the extent not prohibited by federal law, funds that the District administers in accordance with a federal grant or otherwise;
 - ii. A project funded in whole or in part by District funds;
 - iii. A project that receives a loan or grant from a District agency;
 - iv. A project that receives bonds or notes or the proceeds thereof issued by a District agency, including tax increment financing or payment in lieu of tax bonds and notes, or industrial revenue bonds;
 - v. A project that receives District tax exemptions or abatements that are specific to the project and not to the nature of the entity undertaking the project, such as a religious institution or nonprofit corporation; or
 - vi. A development project conducted pursuant to a disposition under section 1 of An Act Authorizing the sale of certain real estate in the District of Columbia no longer required for public purposes, approved August 5, 1939 (53 Stat. 1211; D.C. Official Code § 10-801).

H.3.13 Notwithstanding the requirements set forth in this Section H.3, a Beneficiary, and any other certified business enterprise subject to this section, shall fully comply with the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51. If there is a conflict between the requirements set forth in this Section H.3 and D.C. Code §§ 2-218.46, 2-218.51, the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51 shall govern.

H.4 WARRANTIES

- H.4.1 The Contractor warrants and agrees that it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
- H.4.2 The Contractor warrants and agrees that it is of legal authority and capacity to enter into and perform under the Contract, and that it has the financial ability to perform its obligations under such Contract.
- H.4.3 The Contractor warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under the Contract that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.

- H.4.4 The Contractor warrants and agrees that it has no present interest and shall not acquire any interest which would conflict in any manner with its duties and obligations under the Contract.
- H.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to the Contract or for use in its performance there under has been and shall be prepared or done in a high quality, professional and competent manner using only qualified personnel.
- H.4.6 The Contractor further represents and warrants that all programs implemented in its performance under the contract shall meet the performance standards required there under and shall correctly and accurately perform their intended functions on the equipment supplied by the District or Contractor.
- H.4.7 The Contractor warrants and agrees that all services provided by it under the Contract shall be performed in a prompt, high quality, professional and competent manner using only qualified personnel.
- H.4.8 The Contractor warrants and agrees that it will not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this Contract without the express written consent of the District.
- H.4.9 The Contractor warrants and agrees that it shall keep all equipment in good condition and repair, and shall not permit anything to be done that may materially impair the value thereof. The Contractor shall use such equipment only in the ordinary course of its performance under the Contract and shall not permit such equipment to be used in violation of any applicable law, regulation or policy of insurance. The Contractor agrees to develop a maintenance and replacement schedule subject to approval by the District and agrees to comply with that schedule.
- H.4.10 The Contractor warrants and agrees that it shall not sell, assign, lease, transfer, pledge, hypothecate, or otherwise dispose of any component of any goods, system proposed in the Contract or any interest therein, or permit any of it to become a fixture or accession to other goods or property without the prior written consent of the District.

H.5 DISCLOSURE OF LITIGATION

The Contractor shall provide complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. The Contractor shall also disclose any material litigation threatened or pending for subcontractors, consultants, and/or lobbyists. For purposes of this section, material refers to any action or pending action that a reasonable person knowledgeable in the industry would consider relevant or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the industry and its operations. This is a continuing disclosure requirement; any litigation commencing after submission of a response to a solicitation or execution of a contract shall be disclosed in a written statement within fifteen (15) days of its occurrence. The Contractor shall be required to file with the District comprehensive monthly reports regarding all threatened or pending litigation involving the Contractor's District of

Columbia operations and all threatened or pending litigation that may be considered material to the overall operations of the Contractor.

H.6 CONTINUITY OF SERVICES

The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. If another Contractor is awarded a future contract for performance of the required services, the original Contractor shall cooperate fully with the District and the new Contractor in any transition activities that the Contracting Officer deems necessary during the term of the contract. To that end, the Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

H.7 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS

H.7.1 The District may initiate investigations into the backgrounds of any of the Contractor's officers, principals, investors, owners, employees, vendors, subcontractors, or subcontractors' officers, principals, owners, employees or vendors, or any other associates of the Contractor(s) it deems appropriate. Such background investigations may include the completion of certain documents, and fingerprint identification by appropriate law enforcement agencies.

H.7.2 The Contractor agrees that, during the term of the Contract and any renewal thereof, it shall be obligated to provide such information about its officers, directors, employees and owners, as well as all information about its subcontractors' officers, directors, employees and owners, as the District may prescribe. The Contractor also agrees that the District may conduct background investigations of such persons.

H.7.3 The District may also require that contractors (1) fully cooperate with official inquiries by responding to questions truthfully and under oath when required, whether orally or in writing, (2) provide documents and other information of official interest, and (3) attend integrity training.

H.7.4 To advise Contractor individuals of the high expectation of integrity, in addition to Attachment J.2, Doing Business with Integrity, all Contractor personnel, including direct or indirect employees and any employed by a subcontractor, assigned to the Contract shall be subject to annually attend the OCFO/OIO Integrity and Ethics Training at the District's direction. The training may be in-person and last up to four hours or may be web-based and last up to two hours.

H.8 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the

impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

H.9 ADVISORY AND ASSISTANCE SERVICES

This contract is a “non-personal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.10 OCFO/OCIO CYBERSECURITY AWARENESS TRAINING

In the OCFO’s ongoing effort to protect OCFO data, networks and computers against cyber attackers all Contractor personnel, including direct or indirect employees and any employed by a subcontractor, assigned to the Contract shall take and must pass the OCFO/OCIO Cybersecurity Awareness Training at the District’s direction. The training is web-based, designed to heighten cybersecurity awareness so that the OCFO is less likely to become a victim of cybercrimes. The training is typically completed in one to two hours. The training shall be taken and must be passed annually by all Contractor personnel, during the term of the Contract.

SECTION I

CONTRACT CLAUSES

I.1 LAWS AND REGULATIONS INCORPORATED BY REFERENCE

To the extent applicable, the provisions of the following acts, together with the provisions of applicable regulations made pursuant to said acts are hereby incorporated by reference into this contract; together with the laws and regulations of the District of Columbia:

- A. Contract Work Standards Act of August 13, 1962, also known as the Contract Work Hours and Safety Standards Act of 1962, 76 Stat. 357-360.
- B. Buy American Act, Act of March 3, 1983, c.212, Title III, 47 Stat. 1520, as amended.
- C. Walsh-Healy Public Contracts Act, Act of June 30, 1936, c.881, 49 Stat. 2036, as amended. (Applies only when contract is \$10,000 or more).
- D. Mayor's Order 85-85, dated June 10, 1985, as amended, entitled: "Compliance with Equal Opportunity Obligations in Contracts."
- E. Public Law 93-112, Rehabilitation Act of 1973, Section 504, as amended.
- F. Mayor's Order 83-265, dated November 9, 1983 entitled: Employment Agreement Goals and Objectives for all District of Columbia Projects."
- G. D.C. Law 5-93, dated May 9, 1984, the First Source Employment Agreement Act of 1984.
- H. Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 et seq. (PPWF Act)
- I. Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 et seq.
- J. Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152)
- K. Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.), as amended, ("Living Wage Act of 2006") which applies to all contracts for services in the amount \$100,000 or more in a 12-month period. The current living wage rate, the Living Wage Act Fact Sheet which includes exemption information, and the Living Wage Act Poster may be found at <https://does.dc.gov/service/office-wage-hour-compliance-0> or contact the Department of Employment Services at (202) 724-7000.

I.2 WAIVER

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

I.3 INDEMNIFICATION

- I.3.1 The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.
- I.3.2 The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

I.4 TRANSFER

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

I.5 TAXES

- (a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.
- (b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

“The District of Columbia Government is Exempt from Federal Excise Tax –
Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland.”

Exempt from Maryland Sales Tax, Registered with The Comptroller of The Treasury –
Exemption No. 09339

“The District of Columbia Government is Exempt from Sales and Use Tax –
Registration No. 53-600, The District of Columbia Office of Tax and Revenue.”

I.6 OFFICIALS NOT TO BENEFIT

- I.6.1 Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District’s needs cannot reasonably otherwise be met. (Procurement Practices Reform Act of 2010, D.C. Law 18-0371, D.C. Official Code, section 2-359.10, and Chapter 18 of the DC Personnel Regulations)
- I.6.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.7 DISPUTES

All disputes arising under or relating to this contract shall be resolved as provided herein.

- (a) **Claims by a Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The Contractor’s claim shall contain at least the following:
- (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor’s efforts to resolve the dispute prior to filing the claim; and

- (iv) The Contractor's request for relief or other action by the Contracting Officer.
- (2) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The Contracting Officer shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The Contracting Officer's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the contracting officer's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the Contracting Officer to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-360.04.
- (6) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.
- (b) **Claims by the District against a Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or

other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (1) The Contracting Officer shall decide all claims by the District against a Contractor arising under or relating to a contract.
 - (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the Contracting Officer's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (3) The Contracting Officer shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
 - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
 - (6) This paragraph shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-360.04.
 - (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

I.8 CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section I.7 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:
 - (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

I.9 TERMINATION FOR DEFAULT

- A. The District may, subject to the provisions of paragraph C., below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified within the project work plan or any extension

- thereof; or (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- B. In the event the District terminates this contract in whole or part as provided in paragraph A. above, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated; and the Contractor shall be liable to the District for any excess costs for similar supplies or services. Provided, that the Contractor shall continue the performance of this contract to the extent not terminated under provisions of this clause. The Contractor shall work with any subsequent contractor to ensure a smooth transfer of information for a period of sixty (60) days.
- C. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. If this contract is terminated as provided in paragraph A., above, the District in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, (ii) such partially completed supplies and materials, information, and contract rights (herein after called "manufacturing materials") as the Contractor has specifically produced or specifically produced or specifically acquired for the performance being terminated; and the Contractor, shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact. The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sums as the Contracting Office determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provision of this clause, or that the default was excusable under the provisions of this clause, the rights and

obligations of the parties shall, if the contract contains a clause providing for a termination for convenience be the same as if the notice of termination had been issued pursuant to such clause. Section I.10 "Termination for Convenience."

- F. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or under this contract.
- G. As used in paragraph C., above, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

I.10 TERMINATION FOR CONVENIENCE

(a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all contracts to the extent they relate to the work terminated.
- (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.
- (7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty-five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of :

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and

(iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there

is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted:

- (1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;
- (2) Any claim which the District has against the Contractor under this contract; and
- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.

(j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.

(k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

I.11 TERMINATION OF CONTRACTS FOR CERTAIN CRIMES AND VIOLATIONS

A. The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage,

gift, or consideration paid in violation of this title if:

(1) the Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment made under this contract.

(2) There has been any breach or violation of:

(A) Any provision of the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq., or

(B) The contract provision against contingent fees.

- B. If a contract is terminated pursuant to this section, the Contractor: (i) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and (ii) shall refund all profits or fixed fees realized under the contract.
- C. The rights and remedies contained in this Clause are in addition to any other rights or remedies provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

I.12 EXAMINATION OF THE BOOKS

I.12.1 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation. The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract. The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

I.12.2 The Contracting Officer, the DC Inspector General, OCFO, and the District of Columbia Auditor, and/or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the contract.

I.13 NON-DISCRIMINATION CLAUSE

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial

supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D.C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
 - (b) recruitment or recruitment advertising;
 - (c) demotion, layoff, or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).

- (5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under the terms of any subcontractor agreement each subcontractor to permit access of such subcontractor's books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- (9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the Contracting Officer, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 SERVICE CONTRACT ACT OF 1965

Definitions:

“Act”, as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351- 358). “Contractor” as used in this clause, means the prime Contractor or any subcontractor at any tier. “Service employee” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a Government contract nor exempted under 41 U.S.C. 356, the principal purpose of which is to furnish services in the United States as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

- A. **Applicability.** To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29CFR 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C, 29 CFR 4.
- B. **Compensation:** (i) The Contractor shall pay not less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with wages and benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any attachments to this contract; (ii) If there is an attachment, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract. The classification shall provide a reasonable relationship to those listed in the attachment. The Contractor shall pay that class wages and fringe benefits determined by agreement of the interested parties: The contracting agency, the Contractor, and the employees who will perform the contract or their representatives. If the interested parties do not agree, the Contracting Officer shall submit the question, with a recommendation for final determination to the Office of Government Contract Wage Standards, Wage and Hour Division Employment Standards Administration (ESA), and the Department of Labor. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by ESA is a contract violation. (iii) If the term of this contract is more than one (1) year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every two (2) years under wage determinations issued by ESA.
- C. **Minimum Wage.** In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligations to pay a higher wage to any employee.
- D. **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c (b) apply or unless the Secretary of Labor or the Secretary's authorized representative - (i) Determines that the agreement under the predecessor was not the result of arms-length negotiations, or (ii) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality.
- E. **Notification to Employees.** The Contractor shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits

required to be paid or shall post a notice of these wages and benefits in a prominent and accessible place at the work site, using such poster as may be provided by the Department of Labor.

- F. **Safe and sanitary working conditions.** The Contractor shall not permit services called for by this contract to be performed in building or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- G. **Records.** The Contractor shall maintain for three (3) years from the completion of the work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
- (i) For each employee subject to the Act –
 - (a) Name and address;
 - (b) Work classification or classifications, rate or rates of wages and fringe benefits provided;
 - (c) Rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (d) Daily and weekly hours worked; and
 - (e) Any deductions, rebates, or refunds from total daily and weekly compensation.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (B)(iii) of this clause. A copy of the report required by paragraph (D) of this clause will fulfill this requirement.
- H. **Withholding of Payments and Termination of Contract:** The Contracting Officer shall withhold from the prime contractor under this or any other government contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.
- I. **Contractor's Report:** (i) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph C. of this clause. (ii) If wages to be paid or fringe benefits to be

furnished any service employee(s) under the contract are covered in collective bargaining agreement effective at any time when the contract is being performed, the prime Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The prime Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

- J. **Variations, tolerances, and exemptions involving employment:** Notwithstanding any of the provisions in this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor: (i) In accordance with regulations issued under Section 14, of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA(29 CFR 520, 521, 524 and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act. (ii) The Administrator will issue certificates under the Act for employing apprentices, and student learners, disabled persons, or disabled clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of minimum wages, but without changing requirements concerning fringe benefits for supplementary cash payments in lieu of these benefits; (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528; and (iv) an employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips credited by the employer against the minimum wage required by section 2(a)(1) of the Act or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

I.15 RECOVERY OF DEBTS OWED THE DISTRICT

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy in whole or part, any debt due the District.

I.16 NON-DISCLOSURE AGREEMENT

- A. The Contractor shall maintain as confidential, and shall not disclose to third parties without the District's prior written consent, any District information including, but not limited to, the District's business activities, practices, systems, conditions, products, services, public information and education plans and related materials, and game and marketing plans.
- B. The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or

after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

- C. No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.
- D. The District shall ensure that its personnel do not disclose to any non-District person or organization information concerning the process the Contractor uses to provide services under the awarded contract.
- E. The Contractor, including its officers, agents, employees, and subcontractors, is expressly prohibited from inputting, uploading, or otherwise disclosing any District information into AI tools or any other publicly accessible artificial intelligence or machine-learning platforms. The use of such tools constitutes public disclosure and is strictly prohibited. All District information must be handled in a secure manner consistent with this Contract and may only be processed using systems approved in writing by the District.

I.17 GOVERNMENT PROPERTY

Contractor use of Government property shall be governed by Chapter 41 of Title 27 of the D.C. Municipal Regulations.

I.18 RIGHTS IN DATA

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or

diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.19 PATENTS

The Contractor shall hold and save the District, its officers, agents, servants and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or use in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in this contract.

I.20 RESEVED

I.21 APPROPRIATION OF FUNDS

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for payment of any money shall not arise unless and until such monies shall have been provided. The District's obligation to pay under this contract is subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2001); (iii) D.C. Official Code § 47-105 (2001); and (iv) D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time. Any expenditures under the contract in excess of the encumbered budget authority are subject to appropriation or additional budget authority.

I.22 MULTIYEAR CONTRACT

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of this contract. Unless otherwise provided for in this contract, the effect of termination is to discharge both the District and the Contractor from future performance of the Contract, but not from their existing obligations. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred, but not amortized in the price of the supplies or services delivered under the Contract.

I.23 RESERVED

I.24 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

Any contract in excess of one million dollars (\$1,000,000) within a 12-month period shall not be binding or give rise to any claim or demand against the District unless first approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.25 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.26 RESERVED

I.27 AMERICANS WITH DISABILITIES ACT OF 1990 (“ADA”)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. § 12101 et seq.

I.28 FREEDOM OF INFORMATION ACT (“FOIA”)

The District of Columbia’s Freedom of Information Act, at D.C. Official Code § 2-532 (a)(3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.1 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

I.29 RESERVED

I.30 INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers’ compensation,

professional liability and crime) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. The Contractor and its subcontractors' liability policies (except for workers' compensation, professional liability, and crime) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. i) Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

ii) Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

iii) All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.
4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractor, its employees and/or volunteers which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages. Shared limits with the Professional Liability coverage will be acceptable.
6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
7. Installation Floater Insurance - For projects involving District property being installed, fabricated or erected by a contractor, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.

8. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Shared limits with the Cyber Liability coverage will be acceptable.
9. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE.

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted as directed in the District's notification of award to the Contractor. The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or other evidence of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

I.31 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

- I.31.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

- I.31.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
 - (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
 - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

- I.31.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- I.31.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- I.31.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- I.31.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- I.31.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- I.31.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- I.31.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Section I.7.
- I.31.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- I.31.11 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

I.32 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

I.33 HEALTH AND SAFETY STANDARDS

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

I.34 FORCE MAJEURE

Neither the Contractor nor the District shall be deemed in default or otherwise liable hereunder due to either party's inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial orders (which judicial orders are not the result of any act or omission to act which would constitute a default hereunder), or any failure or delay of any transportation, power or other essential thing required, or similar causes beyond the parties control.

I.35 GOVERNING LAW

This contract shall be governed by, and construed in accordance with, the laws of the District of Columbia, including, but not limited to, the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq. and D.C. MUN. REGS. tit. 27.

I.36 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) Contract
- (2) Contract Attachments
- (3) Contractor Proposal dated March 9, 2026

SECTION J
ATTACHMENTS

The following Attachments are hereby incorporated:

- | | |
|----------------|---|
| Attachment J.1 | U.S. Department of Labor Wage Determination No. 2015-4281, Revision 35,
Dated December 3, 2025 |
| Attachment J.2 | Doing Business with Integrity |
| Attachment J.3 | Government of the District of Columbia Business Associate Agreement |

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Daniel W. Simms Director	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-4281 Revision No.: 35 Date Of Last Revision: 12/03/2025
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States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
 Loudoun, Manassas, Manassas Park, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		21.83
01012 - Accounting Clerk II		24.50
01013 - Accounting Clerk III		27.41
01020 - Administrative Assistant		39.97
01035 - Court Reporter		29.26
01041 - Customer Service Representative I		17.59
01042 - Customer Service Representative II		19.19
01043 - Customer Service Representative III		21.54
01051 - Data Entry Operator I		19.11
01052 - Data Entry Operator II		20.85
01060 - Dispatcher, Motor Vehicle		25.71
01070 - Document Preparation Clerk		21.07
01090 - Duplicating Machine Operator		21.07
01111 - General Clerk I		20.12
01112 - General Clerk II		21.96
01113 - General Clerk III		24.65
01120 - Housing Referral Assistant		26.61
01141 - Messenger Courier		22.01
01191 - Order Clerk I		20.25
01192 - Order Clerk II		22.10
01261 - Personnel Assistant (Employment) I		22.42
01262 - Personnel Assistant (Employment) II		25.08
01263 - Personnel Assistant (Employment) III		27.95
01270 - Production Control Clerk		28.45
01290 - Rental Clerk		21.83
01300 - Scheduler, Maintenance		21.33
01311 - Secretary I		21.33
01312 - Secretary II		23.86
01313 - Secretary III		26.61
01320 - Service Order Dispatcher		22.98
01410 - Supply Technician		39.97
01420 - Survey Worker		22.94
01460 - Switchboard Operator/Receptionist		19.12
01531 - Travel Clerk I		22.65
01532 - Travel Clerk II		24.70
01533 - Travel Clerk III		26.66
01611 - Word Processor I		18.97
01612 - Word Processor II		21.29
01613 - Word Processor III		23.81

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	29.21
05010 - Automotive Electrician	28.76
05040 - Automotive Glass Installer	27.09
05070 - Automotive Worker	27.09
05110 - Mobile Equipment Servicer	23.30
05130 - Motor Equipment Metal Mechanic	30.28
05160 - Motor Equipment Metal Worker	27.09
05190 - Motor Vehicle Mechanic	30.28
05220 - Motor Vehicle Mechanic Helper	21.32
05250 - Motor Vehicle Upholstery Worker	25.28
05280 - Motor Vehicle Wrecker	27.09
05310 - Painter, Automotive	28.76
05340 - Radiator Repair Specialist	27.09
05370 - Tire Repairer	21.12
05400 - Transmission Repair Specialist	30.28
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.87
07041 - Cook I	20.40
07042 - Cook II	23.72
07070 - Dishwasher	17.70
07130 - Food Service Worker	17.41
07210 - Meat Cutter	22.13
07260 - Waiter/Waitress	18.48
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	28.23
09040 - Furniture Handler	15.47
09080 - Furniture Refinisher	24.81
09090 - Furniture Refinisher Helper	18.38
09110 - Furniture Repairer, Minor	21.80
09130 - Upholsterer	21.85
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	17.68
11060 - Elevator Operator	17.84
11090 - Gardener	25.16
11122 - Housekeeping Aide	17.84
11150 - Janitor	17.84
11210 - Laborer, Grounds Maintenance	19.16
11240 - Maid or Houseman	17.70
11260 - Pruner	18.28
11270 - Tractor Operator	23.02
11330 - Trail Maintenance Worker	19.16
11360 - Window Cleaner	18.70
12000 - Health Occupations	
12010 - Ambulance Driver	24.09
12011 - Breath Alcohol Technician	31.01
12012 - Certified Occupational Therapist Assistant	40.02
12015 - Certified Physical Therapist Assistant	36.67
12020 - Dental Assistant	23.78
12025 - Dental Hygienist	52.41
12030 - EKG Technician	45.58
12035 - Electroneurodiagnostic Technologist	45.58
12040 - Emergency Medical Technician	24.09
12071 - Licensed Practical Nurse I	27.72
12072 - Licensed Practical Nurse II	31.01
12073 - Licensed Practical Nurse III	34.57
12100 - Medical Assistant	22.48
12130 - Medical Laboratory Technician	34.27
12160 - Medical Record Clerk	25.58
12190 - Medical Record Technician	28.61
12195 - Medical Transcriptionist	20.72
12210 - Nuclear Medicine Technologist	49.45
12221 - Nursing Assistant I	15.11
12222 - Nursing Assistant II	17.01
12223 - Nursing Assistant III	18.56

12224 - Nursing Assistant IV	20.83
12235 - Optical Dispenser	28.14
12236 - Optical Technician	23.50
12250 - Pharmacy Technician	21.90
12280 - Phlebotomist	23.72
12305 - Radiologic Technologist	41.51
12311 - Registered Nurse I	31.84
12312 - Registered Nurse II	38.95
12313 - Registered Nurse II, Specialist	38.95
12314 - Registered Nurse III	47.12
12315 - Registered Nurse III, Anesthetist	47.12
12316 - Registered Nurse IV	56.48
12317 - Scheduler (Drug and Alcohol Testing)	38.42
12320 - Substance Abuse Treatment Counselor	30.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.30
13012 - Exhibits Specialist II	30.10
13013 - Exhibits Specialist III	36.82
13041 - Illustrator I	25.90
13042 - Illustrator II	32.08
13043 - Illustrator III	39.23
13047 - Librarian	43.76
13050 - Library Aide/Clerk	21.22
13054 - Library Information Technology Systems Administrator	39.51
13058 - Library Technician	24.49
13061 - Media Specialist I	28.52
13062 - Media Specialist II	31.90
13063 - Media Specialist III	35.55
13071 - Photographer I	24.22
13072 - Photographer II	27.09
13073 - Photographer III	33.55
13074 - Photographer IV	41.04
13075 - Photographer V	49.65
13090 - Technical Order Library Clerk	26.65
13110 - Video Teleconference Technician	30.84
14000 - Information Technology Occupations	
14041 - Computer Operator I	27.25
14042 - Computer Operator II	30.48
14043 - Computer Operator III	33.99
14044 - Computer Operator IV	37.76
14045 - Computer Operator V	41.82
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	27.25
14160 - Personal Computer Support Technician	37.76
14170 - System Support Specialist	41.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	41.82
15020 - Aircrew Training Devices Instructor (Rated)	50.59
15030 - Air Crew Training Devices Instructor (Pilot)	60.66
15050 - Computer Based Training Specialist / Instructor	41.82
15060 - Educational Technologist	48.91
15070 - Flight Instructor (Pilot)	60.66
15080 - Graphic Artist	39.60
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	60.66
15086 - Maintenance Test Pilot, Rotary Wing	60.66
15088 - Non-Maintenance Test/Co-Pilot	60.66
15090 - Technical Instructor	32.56
15095 - Technical Instructor/Course Developer	39.83

15110 - Test Proctor	26.28
15120 - Tutor	26.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	20.03
16030 - Counter Attendant	20.03
16040 - Dry Cleaner	22.90
16070 - Finisher, Flatwork, Machine	20.03
16090 - Presser, Hand	20.03
16110 - Presser, Machine, Drycleaning	20.03
16130 - Presser, Machine, Shirts	20.03
16160 - Presser, Machine, Wearing Apparel, Laundry	20.03
16190 - Sewing Machine Operator	23.86
16220 - Tailor	24.82
16250 - Washer, Machine	20.99
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	31.46
19040 - Tool And Die Maker	38.21
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	24.07
21030 - Material Coordinator	28.45
21040 - Material Expediter	28.45
21050 - Material Handling Laborer	19.81
21071 - Order Filler	18.01
21080 - Production Line Worker (Food Processing)	24.07
21110 - Shipping Packer	21.99
21130 - Shipping/Receiving Clerk	21.99
21140 - Store Worker I	19.08
21150 - Stock Clerk	22.91
21210 - Tools And Parts Attendant	24.07
21410 - Warehouse Specialist	24.07
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	46.69
23019 - Aircraft Logs and Records Technician	37.02
23021 - Aircraft Mechanic I	44.33
23022 - Aircraft Mechanic II	46.69
23023 - Aircraft Mechanic III	48.97
23040 - Aircraft Mechanic Helper	31.21
23050 - Aircraft, Painter	42.10
23060 - Aircraft Servicer	37.02
23070 - Aircraft Survival Flight Equipment Technician	42.10
23080 - Aircraft Worker	39.66
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	39.66
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	44.33
23110 - Appliance Mechanic	27.81
23120 - Bicycle Repairer	20.03
23125 - Cable Splicer	43.10
23130 - Carpenter, Maintenance	28.58
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	36.28
23181 - Electronics Technician Maintenance I	35.18
23182 - Electronics Technician Maintenance II	37.35
23183 - Electronics Technician Maintenance III	39.32
23260 - Fabric Worker	29.06
23290 - Fire Alarm System Mechanic	31.36
23310 - Fire Extinguisher Repairer	26.78
23311 - Fuel Distribution System Mechanic	37.07
23312 - Fuel Distribution System Operator	28.53
23370 - General Maintenance Worker	26.68
23380 - Ground Support Equipment Mechanic	44.33
23381 - Ground Support Equipment Servicer	37.02
23382 - Ground Support Equipment Worker	39.66
23391 - Gunsmith I	26.78
23392 - Gunsmith II	31.14

23393 - Gunsmith III	34.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic	34.66
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	36.51
23430 - Heavy Equipment Mechanic	34.05
23440 - Heavy Equipment Operator	29.25
23460 - Instrument Mechanic	37.03
23465 - Laboratory/Shelter Mechanic	33.05
23470 - Laborer	19.81
23510 - Locksmith	35.47
23530 - Machinery Maintenance Mechanic	33.73
23550 - Machinist, Maintenance	34.32
23580 - Maintenance Trades Helper	20.27
23591 - Metrology Technician I	37.03
23592 - Metrology Technician II	39.00
23593 - Metrology Technician III	40.91
23640 - Millwright	29.89
23710 - Office Appliance Repairer	24.28
23760 - Painter, Maintenance	24.00
23790 - Pipefitter, Maintenance	33.08
23810 - Plumber, Maintenance	31.42
23820 - Pneudraulic Systems Mechanic	34.80
23850 - Rigger	34.16
23870 - Scale Mechanic	31.14
23890 - Sheet-Metal Worker, Maintenance	30.59
23910 - Small Engine Mechanic	24.40
23931 - Telecommunications Mechanic I	37.06
23932 - Telecommunications Mechanic II	39.03
23950 - Telephone Lineman	45.15
23960 - Welder, Combination, Maintenance	28.87
23965 - Well Driller	32.07
23970 - Woodcraft Worker	34.80
23980 - Woodworker	26.78
24000 - Personal Needs Occupations	
24550 - Case Manager	23.07
24570 - Child Care Attendant	17.20
24580 - Child Care Center Clerk	21.46
24610 - Chore Aide	17.91
24620 - Family Readiness And Support Services Coordinator	23.07
24630 - Homemaker	23.07
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	42.88
25040 - Sewage Plant Operator	32.51
25070 - Stationary Engineer	42.88
25190 - Ventilation Equipment Tender	30.19
25210 - Water Treatment Plant Operator	32.51
27000 - Protective Service Occupations	
27004 - Alarm Monitor	29.26
27007 - Baggage Inspector	20.31
27008 - Corrections Officer	33.19
27010 - Court Security Officer	32.91
27030 - Detection Dog Handler	22.72
27040 - Detention Officer	33.19
27070 - Firefighter	32.62
27101 - Guard I	20.31
27102 - Guard II	22.72
27131 - Police Officer I	36.09
27132 - Police Officer II	40.11
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	21.74
28042 - Carnival Equipment Repairer	23.76
28043 - Carnival Worker	17.22
28210 - Gate Attendant/Gate Tender	21.78

28310 - Lifeguard	16.92
28350 - Park Attendant (Aide)	24.36
28510 - Recreation Aide/Health Facility Attendant	17.78
28515 - Recreation Specialist	30.17
28630 - Sports Official	19.40
28690 - Swimming Pool Operator	27.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	35.81
29020 - Hatch Tender	35.81
29030 - Line Handler	35.81
29041 - Stevedore I	33.42
29042 - Stevedore II	38.01
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	52.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	36.35
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	40.04
30021 - Archeological Technician I	24.14
30022 - Archeological Technician II	27.00
30023 - Archeological Technician III	33.44
30030 - Cartographic Technician	33.44
30040 - Civil Engineering Technician	41.58
30051 - Cryogenic Technician I	37.04
30052 - Cryogenic Technician II	40.90
30061 - Drafter/CAD Operator I	24.14
30062 - Drafter/CAD Operator II	27.00
30063 - Drafter/CAD Operator III	30.09
30064 - Drafter/CAD Operator IV	37.04
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	31.79
30095 - Evidence Control Specialist	33.44
30210 - Laboratory Technician	29.01
30221 - Latent Fingerprint Technician I	37.63
30222 - Latent Fingerprint Technician II	41.56
30240 - Mathematical Technician	42.36
30361 - Paralegal/Legal Assistant I	25.58
30362 - Paralegal/Legal Assistant II	31.69
30363 - Paralegal/Legal Assistant III	38.77
30364 - Paralegal/Legal Assistant IV	46.90
30375 - Petroleum Supply Specialist	40.90
30390 - Photo-Optics Technician	33.44
30395 - Radiation Control Technician	40.90
30461 - Technical Writer I	31.78
30462 - Technical Writer II	38.87
30463 - Technical Writer III	47.03
30491 - Unexploded Ordnance (UXO) Technician I	33.50
30492 - Unexploded Ordnance (UXO) Technician II	40.54
30493 - Unexploded Ordnance (UXO) Technician III	48.59
30494 - Unexploded (UXO) Safety Escort	33.50
30495 - Unexploded (UXO) Sweep Personnel	33.50
30501 - Weather Forecaster I	37.04
30502 - Weather Forecaster II	45.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	30.09
30621 - Weather Observer, Senior (see 2)	33.44
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	40.54
31020 - Bus Aide	20.16
31030 - Bus Driver	28.94
31043 - Driver Courier	21.14
31260 - Parking and Lot Attendant	17.17

31290 - Shuttle Bus Driver	21.06
31310 - Taxi Driver	17.71
31361 - Truckdriver, Light	23.10
31362 - Truckdriver, Medium	25.07
31363 - Truckdriver, Heavy	28.39
31364 - Truckdriver, Tractor-Trailer	28.39
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	19.76
99030 - Cashier	16.73
99050 - Desk Clerk	17.76
99095 - Embalmer	34.10
99130 - Flight Follower	33.50
99251 - Laboratory Animal Caretaker I	20.32
99252 - Laboratory Animal Caretaker II	22.20
99260 - Marketing Analyst	40.69
99310 - Mortician	34.10
99410 - Pest Controller	21.91
99510 - Photofinishing Worker	22.57
99710 - Recycling Laborer	23.14
99711 - Recycling Specialist	28.16
99730 - Refuse Collector	22.08
99810 - Sales Clerk	17.18
99820 - School Crossing Guard	20.44
99830 - Survey Party Chief	31.00
99831 - Surveying Aide	19.26
99832 - Surveying Technician	29.45
99840 - Vending Machine Attendant	17.68
99841 - Vending Machine Repairer	22.47
99842 - Vending Machine Repairer Helper	17.68

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per

week, or \$882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER**

DOING BUSINESS WITH INTEGRITY

Introduction

You are receiving this because you are a contractor or a vendor who does repeated business with the Office of the Chief Financial Officer (OCFO), Government of the District of Columbia, or you are an organization or individual outside the OCFO with whom we frequently interact.

Our purpose is to advise you of the high expectation of integrity that we strive to bring to bear in all of our business relationships.

Environment of Trust

The Office of the Chief Financial Officer is committed to maintaining working relationships that are founded on fair and honest exchanges in all of our business interactions. Our employees are held to high standards of ethical behavior in the conduct of their official business.

We want to share these expectations of ethical business practices with you to ensure that our business relationships are conducted with the highest level of honesty and integrity.

OCFO Code of Conduct for Employees

The OCFO Code of Conduct imparts three fundamental values for employees:

- Employees should conduct themselves in such a manner as to maintain and enhance the integrity and professional reputation of the OCFO organization
- Employees should not use their position to secure unwarranted privileges, awards, or exemptions for themselves or others
- Employees should avoid real or perceived conflicts of interest between the employee's private interest and the employee's official duties.

For your reference, the OCFO Code of Conduct can be accessed electronically at www.cfo.dc.gov. Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

Confidentiality of Financial and Other Information

We expect our employees to maintain absolute confidentiality concerning all information that they obtain, observe, or create relating to the financial affairs of those we do business with. We vigorously investigate any compromise of confidentiality by employees or any attempts to improperly obtain such information by private parties or businesses.

Bribery and Conflict of Interest

In addition to our standards of conduct, there are certain criminal statutes in the federal criminal code relating to bribery and conflict of interest that apply not only to employees of the federal government, but also to employees of the District of Columbia.

- The offer of anything of value in expectation of specific performance by a government employee is a crime, and even the appearance of such activity should be avoided.
- Employees may not accept anything of value (other than their government salaries) for the performance of their duties. This is outlined below under Gratuities and Other Gift Rules.
- Our employees are required to report all offers of bribes and gratuities to us, and we ensure that these matters are investigated and addressed. Likewise, we encourage anyone who believes they may have been solicited for a bribe or gratuity by an OCFO employee to report the matter immediately, as indicated at the end of this document.
- We also expect our employees to avoid conflicts of interest or the appearance of conflicts of interest. A particularly sensitive issue for government employees is the offer of employment with a company doing business with the OCFO. At any point when a government employee is considering employment with a private company that has a business relationship with the government, that employee must discontinue work on any assignment involving that company or face the very real possibility of violating conflict of interest statutes. This could also jeopardize the company's eligibility to be awarded government contracts.
- Employees are also expressly forbidden from performing official duties in situations involving friends, relatives or persons or businesses with whom they, or their family members, have a financial relationship. At any point where such a relationship is discovered or develops, the employee must discontinue their involvement in the official matter. For the employee and the business entity to continue to conduct official business after such a conflict is evident, would be inappropriate and possibly illegal.

Gratuities

It is always gratifying to hear that our staff has provided exemplary service to those with whom we do business. Sometimes, however, the expression of appreciation is made in a form that is inappropriate for government employees to accept.

OCFO employees are prohibited by law from accepting money or other things of value as an appreciation for a job well done. Sometimes even the mere offer of something of value may violate bribery and gratuity statutes. A more appropriate expression of gratitude for the service rendered is a letter to the employee's supervisor. If you don't know who that is, you may simply send your letter to the Office of the Chief Financial Officer, and it will be routed to the proper official.

Other Gift Rules

Gifts of food and/or beverages, even during holiday seasons and other celebratory occasions, are not acceptable if the giver has a business relationship of any kind with the D.C. Government. Such offers, while well-intentioned, tend to give the impression of a special relationship between the giver and the government employee.

This rule does not apply to the offer and acceptance of an insignificant item, such as a soft drink, coffee, donuts and other modest items of food and refreshments when not offered as part of a meal. Additional information on gift rules and exceptions is contained in OCFO Code of Conduct, which can be accessed electronically at www.cfo.dc.gov. Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

Compliance with Contracting Rules and Regulations

Ensuring compliance with the provisions of contracts is an important expectation of government employees. Even so, we have seen examples where the rules were not followed, usually based on the "need to get the job done." Such behavior puts both the government employee and the contractor in jeopardy.

If modifications to existing contracts are necessary, they should be formally pursued in accordance with OCFO contracting rules and regulations. No work outside the specifications of a contract should be performed without an approved contract modification. Performing work outside of contract specifications or beyond authorized funding, could result in a default for the contractor and denial of payment for such work. In the more extreme cases, failure to comply with contracting regulations could be considered fraud and may be investigated as a criminal violation.

Reporting Misconduct, Fraud, Waste and Abuse

The OCFO has a zero tolerance policy for fraud and misconduct involving its employees and programs. Similarly, we do not tolerate attempts to corrupt our employees.

The Office of Integrity and Oversight is an independent entity of the OCFO with responsibility for protecting the integrity of the OCFO and preventing fraud and other misconduct in OCFO programs. OIO conducts investigations of alleged employee misconduct and works closely with federal and District law enforcement agencies in investigating criminal offenses affecting the integrity of the OCFO.

We all want the government's business to be conducted fairly, impartially, and with the highest degree of integrity. The best way to ensure this is to report any indication that illegal acts or administrative misconduct may have occurred. Here is how you can report such matters, by telephone, in person, mail, or electronically:

OCFO Office of Integrity and Oversight

1100 4th Street, S.W.; Suite 750-E
Washington, DC 20024
(202) 442-6433

In addition to receiving your report, investigators are available to discuss any questions or concerns you may have about the matter. Reporting can also be done electronically at the OCFO website: www.cfo.dc.gov. Under Information, click on the Integrity and Oversight link, and then click on Reporting Incidents and Concerns.

OCFO Confidential Hotline

In order to address any concern about reporting anonymously, the OCFO has contracted with an independent, third-party organization that provides a confidential hotline service. This hotline is available for reporting allegations of OCFO employee misconduct, and fraud, waste and abuse involving OCFO programs.

Reports can be made by telephone to this toll-free hotline, which is staffed 24 hours a day, at 1-877-252-8805, or it can be accessed at www.ocfo.ethicspoint.com.

District of Columbia Office of the Inspector General

Reports of fraud, waste and abuse may be reported to the Office of the Inspector General by telephone at 1-800-521-1639, or electronically at www.oig.dc.gov.

ATTACHMENT J.3
GOVERNMENT OF THE DISTRICT OF COLUMBIA
BUSINESS ASSOCIATE AGREEMENT

SECTION H. HIPAA PRIVACY COMPLIANCE

This HIPAA Privacy Compliance BAA (“hereinafter Business Associate Agreement”) is the standard language that must be included in contracts which involve access to the District of Columbia’s HIPAA protected health information (“PHI”) or creation of the same. This language should also be adapted and used where 1. An agency complies with the best practices of HIPAA and its implementing regulations, 2. Where an agency facilitates access to PHI, as defined under HIPAA, or 3. Where agencies otherwise wish to protect similar information. Finally, where applicable, to ensure HIPAA compliance, this language must be adapted and incorporated or attached to miscellaneous agreements or arrangements such as Memoranda of Understanding, Memoranda of Agreement, Donation Agreements, or small purchase arrangements.

This Business Associate Agreement is between Bert W. Smith, Jr. & Company, Chartered and the District of Columbia Office of the Chief Financial Officer, which is sharing Protected Health Information on behalf of the District of Columbia, Department of Health Care Finance.

For the purpose of this Business Associate Agreement (“BAA”), **Department of Health Care Finance (DHCF)**, a covered component within the District of Columbia’s (“District”) Hybrid Entity will be referred to as a “Covered Entity” as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and associated regulations promulgated at 45 C.F.R. §§ 160, 162 and 164 as amended (the “HIPAA Regulations”) and Bert W. Smith, Jr. & Company, Chartered, is a “Business Associate” as that term is defined by HIPAA. Bert W. Smith, Jr. & Company, Chartered is a recipient of Protected Health Information (“PHI”) or electronic PHI from OCFO on behalf of **(DHCF)**

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Regulations.

1. Definitions

- a. *Business Associate* means a person or entity, who, on behalf of the District or of an Organized Health Care Arrangement (as defined in this section) in which the Covered Entity participates, but other than in the capacity of a member of the Workforce of the District government or Organized Health Care Arrangement, creates, receives, maintains, or transmits PHI for a function or activity for the District, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 C.F.R § 3.20, billing, benefit management, practice management, and repricing; or provides, other than in the capacity of a member of the Workforce of such Covered Entity, legal, actuarial, accounting, consulting, Data Aggregation (as defined in 45 C.F.R § 164.501), management, administrative, accreditation, or financial services to or for the District, or to or for an Organized Health Care Arrangement in which the District participates, where the provision of the service involves the disclosure of PHI from the District or arrangement, or from another Business Associate of the District or arrangement, to the person. A Covered Entity may be a Business Associate of another Covered Entity.

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A Business Associate includes, (i) a Health Information Organization, e-prescribing gateway, or other person that provides data transmission services with respect to PHI to a Covered Entity and that requires access on a routine basis to such PHI; (ii) a person that offers a personal health record to one or more individuals on behalf of the District; (iii) a subcontractor that creates, receives, maintains, or transmits PHI on behalf of the Business Associate.

A *Business Associate* does not include: (i) a health care provider, with respect to disclosures by a Covered Entity to the health care provider concerning the treatment of the individual; (ii) a plan sponsor, with respect to disclosures by a group health plan (or by a health insurance issuer or health maintenance organization, HMO, with respect to a group health plan) to the plan sponsor, to the extent that the requirements of 45 C.F.R § 164.504(f) apply and are met; (iii) a government agency, with respect to determining eligibility for, or enrollment in, a government health plan that provides public benefits and is administered by another government agency, or collecting PHI for such purposes, to the extent such activities are authorized by law; (iv) a Covered Entity participating in an Organized Health Care Arrangement that performs a function, activity or service included in the definition of a Business Associate above for or on behalf of such Organized Health Care Arrangement.

- b. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. §§ 160 and 164. With respect to this BAA, *Covered Entity* shall also include the designated Health Care Components of the District government's Hybrid Entity or a District agency following HIPAA's implementing regulations and best practices.
- c. *Covered Functions* means those functions of a Covered Entity the performance of which makes the entity a health plan, health care provider, or health care clearinghouse.
- d. *Data Aggregation* means, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.
- e. *Designated Record Set* means a group of records maintained by or for a Covered Entity that are:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - iii. Records used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- f. *Health Care* means care, services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:

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- i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- g. *Health Care Components* means a component or a combination of components of a Hybrid Entity designated by a Hybrid Entity in accordance with 45 CFR § 164.105(a)(2)(iii)(D). *Health Care Components* must include non-Covered Functions that provide services to the Covered Functions for the purpose of facilitating the sharing of PHI with such functions of the Hybrid Entity without Business Associate agreements or individual authorizations.
- h. *Health Care Operations* shall include (1) conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines, provided that the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from such activities; patient safety activities (as defined in 42 C.F.R § 3.20); population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, contacting of health care providers and patients with information about treatment alternatives; and related functions that do not include treatment; (2) reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, health plan performance, conducting training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers, training of non-health care professionals, accreditation, certification, licensing, or credentialing activities; (3) except as prohibited under 45 C.F.R. § 164.502(a)(5)(i), underwriting, enrollment, premium rating, and other activities related to the creation, renewal, or replacement of a contract of health insurance or health benefits, and ceding, securing, or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss insurance and excess of loss insurance), provided that the requirements of 45 C.F.R. § 164.514(g) are met, if applicable; (4) conducting or arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs; (5) business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the entity, including formulary development and administration, development or improvement of methods of payment or coverage policies; and (6) business management and general administrative activities of the entity, including, but not limited to: (i) management activities relating to implementation of and compliance with the requirements of this subchapter; (ii) customer service, including the provision of data analyses for policy holders, plan sponsors, or other customers, provided that PHI is not disclosed to such policy holder, plan sponsor, or customer.(iii) resolution of internal grievances;(iv) The sale, transfer, merger, or consolidation of all or part of the Covered Entity with another Covered Entity, or an entity that following such activity will become a Covered Entity and due diligence related to such activity; and(v) consistent with the applicable requirements of 45 C.F.R. § 164.514, creating de-identified health information or a limited data set, and fundraising for the benefit of the Covered Entity..
- i. *Hybrid Entity* means a single legal entity that is a Covered Entity and whose business activities include both covered and non-Covered Functions, and that designates Health

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Care Components, in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate Health Care Components, any other components of the entity that provide services to the Covered Functions for the purpose of facilitating the sharing of PHI with such functions of the Hybrid Entity without Business Associate agreements or individual authorizations. The District is a Hybrid Covered Entity. Hybrid Entities are required to designate and include functions, services and activities within its own organization, which would meet the definition of Business Associate and irrespective of whether performed by employees of the Hybrid Entity, as part of its Health Care Components for compliance with the Security Rule and privacy requirements under this BAA.

- j. *Individual* shall mean the person who is the subject of PHI in accordance with 45 C.F.R. § 160.103. The term *individual* shall also include the individual's personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* shall mean information that is a subset of health information, including demographic information collected from an individual, and;
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
 - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - iii. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *National Provider Identifier (NPI)* shall mean the Standard Unique Health Identifier for Healthcare Providers as defined at 42 C.F.R. § 162.406.
- m. *Organized Health Care Arrangement* shall mean (1) a clinically integrated care setting in which individuals typically receive health care from more than one health care provider; (2) an organized system of health care in which more than one Covered Entity participates and in which the participating Covered Entities: (i) hold themselves out to the public as participating in a joint arrangement; and (ii) participate in joint activities that include at least one of the following: (a) utilization review, in which health care decisions by participating Covered Entities are reviewed by other participating Covered Entities or by a third party on their behalf; (b) quality assessment and improvement activities, in which treatment provided by participating Covered Entities is assessed by other participating Covered Entities or by a third party on their behalf; or (c) payment activities, if the financial risk for delivering health care is shared, in part or in whole, by participating Covered Entities through the joint arrangement and if PHI created or received by a Covered Entity is reviewed by other participating Covered Entities or by a third party on their behalf for the purpose of administering the sharing of financial risk in accordance with 42 C.F.R. § 160.103.
- n. *Personal Representative*: shall mean a person authorized, under District or other applicable law, to act on behalf of the subject of PHI in accordance with 42 C.F.R. § 164.502(g).

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- o. *Privacy and Security Official*: shall mean the person or persons designated by the District, a Hybrid Entity, who is/are responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with HIPAA Regulations, and other applicable federal and state privacy laws.
- p. *Privacy Officer* shall mean the person designated by the District's Privacy and Security Official or one of the District's covered components within its Hybrid Entity, who is responsible for overseeing compliance with a Covered Agency's Privacy Policies and Procedures, the HIPAA Regulations and other applicable federal and state privacy laws. Also referred to as the agency Privacy Officer, the individual shall follow the guidance of the District's Privacy and Security Official, and shall be responsive to and report to the District's Privacy and Security Official on matters pertaining to HIPAA compliance.
- q. *Privacy Rule* shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. parts 160 and 164, subparts A and E.
- r. *Protected Health Information ("PHI")* means individually identifiable health information, including electronic information ("ePHI"), that is created or received by the Business Associate from or on behalf of the Covered Entity, or agency following HIPAA best practices, which is:
 - i. Transmitted by, created or maintained in electronic media; or
 - ii. Transmitted or maintained in any other form or medium;
 - iii. PHI or ePHI does not include individually identifiable health information: (i) In education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g; (ii) In records described at 20 U.S.C. § 1232(g)(a)(4)(B)(iv); (iii) In employment records held by a Covered Entity in its role as employer; and (iv) Regarding a person who has been deceased for more than 50 years.
- s. *Record* shall mean any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity.
- t. *Required By Law* means a mandate contained in law that compels an entity to make a use or disclosure of PHI and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits pursuant to 45 C.F.R. § 164.103.
- u. *Secretary* means the person serving as Secretary of the United States Department of Health and Human Services (HHS) or any other officer or employee of HHS to whom the authority involved has been delegated.

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- v. *Security Officer* means the person designated by the Security Official or one of the District of Columbia's designated Health Care Components, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the Security Rules, and other applicable federal and state privacy law(s). The Covered Agency's security officer shall follow the guidance of the District's Security Official, as well as the Associate Security Official within the Office of the Chief Technology Officer, and shall be responsive to the same on matters pertaining to HIPAA compliance.
- w. *Security Rule* shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. parts 160, 162 and 164, subpart C.
- x. Unsecured PHI shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the U.S. Department of Health and Human Services Secretary in the guidance issue under § 13402(h)(2) of the Health Information Technology Economic and Clinical Health Act (HITECH), enacted at part of the American Recovery and Reinvestment Act of 2009 (ARRA)(Pub.L 111-5, 123 Stat 115), approved February 17, 2009.
- y. *Workforce* shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity, whether or not they are paid by the Covered Entity or Business Associate.

2. Obligations and Activities of Business Associate

Business Associate agrees to comply with applicable federal and District confidentiality and security laws, including, but not limited to the Privacy Rule and Security Rule and the following:

- a. Business Associate agrees not to use or disclose PHI or ePHI (other than as permitted or required by this BAA or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards and comply with administrative, physical, and technical safeguards requirements described at 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the Health Information Technology Economic and Clinical Health Act ("HITECH"), enacted as part of the American Recovery and Reinvestment Act of 2009 ("ARRA")(Pub.L 111-5, 123 Stat 115) approved February 17, 2009, to maintain the security of the PHI and to prevent use or disclosure of such PHI other than as provided for by this BAA. Business Associate acknowledges that, pursuant § 13401, Business Associate must comply with the Security Rule and privacy provisions detailed in this BAA.

The additional requirements of § 13401 of HITECH that relate to security and apply to a Covered Entity shall also apply to Business Associate and shall be incorporated into an agreement between the Business Associate and the Covered Entity. Business Associate shall be directly liable for any violations of this BAA or HIPAA Regulations. A summary of HIPAA Security Standards for the Protection of ePHI, found at Appendix A to Subpart C or 45 C.F.R. Part 164 is as follows:

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Administrative Safeguards

Security Management Process	164.308(a)(1)	Risk Analysis (R) Risk Management (R) Sanction Policy (R) Information System Activity Review (R)
Assigned Security Responsibility	164.308(a)(2)	(R)
Workforce Security	164.308(a)(3)	Authorization and/or Supervision (A) Workforce Clearance Procedure Termination Procedures (A)
Information Access Management	164.308(a)(4)	Isolating Health care Clearinghouse Function (R) Access Authorization (A) Access Establishment and Modification (A)
Security Awareness and Training	164.308(a)(5)	Security Reminders (A) Protection from Malicious Software (A) Log-in Monitoring (A) Password Management (A)
Security Incident Procedures	164.308(a)(6)	Response and Reporting (R)
Contingency Plan	164.308(a)(7)	Data Backup Plan (R) Disaster Recovery Plan (R) Emergency Mode Operation Plan (R) Testing and Revision Procedure (A) Applications and Data Criticality Analysis (A)
Evaluation	164.308(a)(8)	(R)
Business Associate Contracts and Other Arrangement	164.308(b)(1)	Written Contract or Other Arrangement (R)

Physical Safeguards

Facility Access Controls	164.310(a)(1)	Contingency Operations (A) Facility Security Plan (A) Access Control and Validation Procedures (A) Maintenance Records (A)
Workstation Use	164.310(b)	(R)
Workstation Security	164.310(c)	(R)
Device and Media Controls	164.310(d)(1)	Disposal (R) Media Re-use (R) Accountability (A) Data Backup and Storage (A)

Technical Safeguards (see § 164.312)

Access Control	164.312(a)(1)	Unique User Identification (R) Emergency Access Procedure (R) Automatic Logoff (A) Encryption and Decryption (A)
Audit Controls	164.312(b)	(R)
Integrity	164.312(c)(1)	Mechanism to Authenticate Electronic Protected Health Information (A)
Person or Entity Authentication	164.312(d)	(R)
Transmission Security	164.312(e)(1)	Integrity Controls (A) Encryption (A)

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- c. The Business Associate agrees to name a Privacy and/or Security Officer who is accountable for developing, maintaining, implementing, overseeing the compliance of and enforcing compliance with this BAA, the Security Rule and other applicable federal and state privacy law within the Business Associate's business. The Business Associate reports violations and conditions to the District-wide Privacy and Security Official and/or the Agency Privacy Officer of the covered component within the District's Hybrid Entity.
- d. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that are known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this BAA.
- e. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the PHI not permitted or required by this BAA or other incident or condition arising out the Security Rule, including breaches of unsecured PHI as required at 45 C.F.R § 164.410, to the District-wide Privacy and Security Official or agency Privacy Officer within ten (10) business days from the time the Business Associate becomes aware of such unauthorized use or disclosure. However, if the Business Associate is an agent of the District (i.e., performing delegated essential governmental functions), the Business Associate must report the incident or condition immediately. Upon the determination of an actual data breach, and in consultation with the District's Privacy and Security Official, the Business Associate will handle breach notifications to individuals, the U.S. Department of Health and Human Services, Office for Civil Rights (OCR), and potentially the media, on behalf of the District.
- f. The Business Associate agrees to ensure that any Workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this BAA with respect to PHI received from the Business Associate, PHI created by the Business Associate, or PHI received by the Business Associate on behalf of the Covered Entity.
- g. In accordance with 45 C.F.R §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- h. Initially, within ten (10) business days following the commencement of this Contract, or within ten (10) business days of a new or updated agreement with a subcontractor, the Business Associate agrees to provide the District a list of all subcontractors who meet the definition of a Business Associate. Additionally, Business Associate agrees to ensure its subcontractors understanding of liability and monitor, where applicable, compliance with the Security Rule and applicable privacy provisions in this BAA.
- i. The Business Associate agrees to provide access within five (5) business days, at the request of the Covered Entity or an Individual, **at a mutually agreed upon location, during normal business hours, and in a format** as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District laws, rules and regulations, to PHI in a Designated Record Set, to the

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Covered Entity or an Individual, to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.

- j. The Business Associate agrees to make any amendment(s) within five (5) business days to the PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a format as directed by the District Privacy Official or agency Privacy Officer in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- k. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the PHI in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the [*Insert Applicable Agency Identity And Procedure Verification Policy*], attached hereto as Exhibit A and incorporated by reference.
- l. The Business Associate agrees to record authorizations and log such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and applicable District laws, rules and regulations.
- m. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request at a mutually agreed upon location, during normal business hours, and in a format designated by the District's Privacy and Security Official or agency Privacy Officer and the duly authorized Business Associate Workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and applicable District laws, rules and regulations.
- n. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and PHI, relating to the use and disclosure of PHI received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy and Security Official or agency Privacy Officer and the duly authorized Business Associate Workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
- o. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R Part 164, the Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- p. As deemed necessary by the District, the Business Associate agrees to the monitoring and auditing of items listed in paragraph 2 of this BAA, as well as data systems storing or transmitting PHI, to verify compliance.

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- q. The Business Associate may aggregate PHI in its possession with the PHI of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to other Covered Entities provided that the purpose of the Data Aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose PHI of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized Workforce member of the Covered Entity.
 - r. Business Associate may de-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(a)-(b) and any associated HHS guidance. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this BAA.
 - s. If the Business Associate has not submitted the District's Business Associate Questionnaire prior to contract award, the Business Associate shall file the Questionnaire with the Agency Privacy Liaison or the Agency Contract Administrator within 30 days after contract award. Business Associate shall file the Questionnaire with the Agency Privacy Officer/Liaison or the Agency Contract Administrator on or before October 1st of each contract year. At the discretion of the Agency Privacy Liaison, Business Associates with limited access to PHI may be granted a written waiver to file a letter attesting to their HIPAA compliance on or before October 1st of each contract year.
 - t. All DHCF claims data and derived data products containing DHCF PHI received or created by the Business Associate shall be maintained on servers and networks in the United States. In the case of cloud-based applications used by the Business Associate or its subcontractors or agents, Business Associate shall stipulate that only US-based servers and networks will be used by the cloud-based applications that host, store or analyze DHCF PHI data or derived data products containing PHI.
3. Permitted Uses and Disclosures by the Business Associate
- a. Except as otherwise limited in this BAA, the Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate Subpart E of 45 C.F.R Part 164 if the same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
 - b. Except as otherwise limited in this BAA, the Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - c. Except as otherwise limited in this BAA, the Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.

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- d. Except as otherwise limited in this BAA, the Business Associate may use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of this BAA or the HIPAA Regulations to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1)-(2).

4. Additional Obligations of the Business Associate

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) business days after the commencement of this BAA. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
 - i. Name of the Business Associate of the Covered Entity;
 - ii. Title of the Report/File;
 - iii. Confirmation that the Report/File contains PHI(Yes or No);
 - iv. Description of the basic content of the Report/File;
 - v. Format of the Report/File (Electronic or Paper);
 - vi. Physical location of Report/File;
 - vii. Name and telephone number of current member(s) of the Workforce of the Covered Entity or other District Government agency responsible for receiving and processing requests for PHI; and
 - viii. Supporting documents if the recipient/personal representative has access to the Report/File.
- b. Business Associate must provide assurances to the Covered Entity that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the Security Rule, to protect and secure (the Covered Entity's) ePHI entrusted to it. These safeguards include:
 - i. The Business Associate agrees to administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity.
 - ii. The Business Associate agrees to report to the Covered Entity any security incident of which it becomes aware, including any attempts to access ePHI, whether those attempts were successful or not.
 - iii. This BAA may be terminated if the Covered Entity determines that the Business Associate has materially breached the agreement.

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- iv. The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Secretary of HHS for the purposes of determining the Covered Entity's compliance with HIPAA.
 - v. This BAA continues in force for as long as the Business Associate retains any access to the Covered Entity's ePHI.
 - vi. With respect to the subset of PHI known as electronic PHI (ePHI) as defined by HIPAA Security Standards at 45 C.F.R. §§ 160 and 164, subparts A and C (the "Security Rule"), if in performing the Services, Business Associate, its employees, agents, subcontractors and any other individual permitted by Business Associate will have access to any computer system, network, file, data or software owned by or licensed to Provider that contains ePHI, or if Business Associate otherwise creates, maintains, or transmits ePHI on Provider's behalf, Business Associate shall take reasonable security measures necessary to protect the security of all such computer systems, networks, files, data and software. With respect to the security of ePHI, Business Associate shall: (a) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Provider; (b) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (c) Report to the Provider any security incident of which it becomes aware.
 - vii. Business Associate agrees not to electronically transmit or permit access to PHI unless such transmission or access is authorized by this BAA and further agrees that it shall only transmit or permit such access if such information is secured in a manner that is consistent with applicable law, including the Security Rule. For purposes of this BAA "encrypted" shall mean the reversible conversion of readable information into unreadable, protected form so that only a recipient who has the appropriate "key" can convert the information back into original readable form. If the Covered Entity stores, uses or maintains PHI in encrypted form, or in any other secured form acceptable under the security regulations, Covered Entity shall promptly, at request, provide with the key or keys to decrypt such information and will otherwise assure that such PHI is accessible by upon reasonable request.
 - viii. In the event Business Associate performs functions or activities involving the use or disclosure of PHI on behalf of Covered Entity that involve the installation or maintenance of any software (as it functions alone or in combination with any hardware or other software), Business Associate shall ensure that all such software complies with all applicable standards and specifications required by the HIPAA Regulations and shall inform of any software standards or specifications not compliant with the HIPAA Regulations.
- c. At the request of the Covered Entity, the Business Associate agrees to amend this BAA to comply with all HIPAA mandates.

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5. Sanctions

Business Associate agrees that its Workforce members, agents and subcontractors who violate the provisions of HIPAA or other applicable federal or District privacy law will be subject to discipline in accordance with Business Associate's internal Personnel Policy and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this BAA. In the event Business Associate imposes sanctions against any member of its Workforce, agents and subcontractors for violation of the provisions of HIPAA or other applicable federal or District privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer/Liasion of the imposition of sanctions.

6. Obligations of the Covered Entity

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of PHI by the Business Associate.
- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of PHI, to the extent that such changes may affect the use or disclosure of PHI by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of PHI by the Business Associate.

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule and Subpart E of 45 C.F.R Part 164 if done by the Covered Entity.

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to execute this BAA and it, its employees, agents, subcontractors, representatives and members of its Workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its

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obligations under this BAA has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;

- b. That it, its employees, agents, subcontractors, representatives and members of its Workforce are in good standing with the District, that it, its employees, agents, subcontractors, representatives and members of its Workforce will submit a letter of good standing from the District, and that it, its employees, agents, subcontractors, representatives and members of its Workforce have not been de-barred from being employed as a contractor by the federal government or District;
- c. That neither the execution of this BAA, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this BAA;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its Workforce, whose services may be used to fulfill obligations under this BAA are or shall be appropriately informed of the terms of this BAA and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this BAA. Modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of PHI of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;
- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its Workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or no contest or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any

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program operated by or financed in whole or in part by any federal, state, or local government agency (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

9. Term and Termination

a. *Term.* The requirements of this BAA shall be effective as of the date of the contract award and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request. The PHI shall be returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or their designee and the appropriate and duly authorized Workforce member of the Business Associate. If it is infeasible to return or confidentially destroy the PHI, protections shall be extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or their designee. The requirement to return PHI to the District at the end of the contract term or if the contract is terminated applies irrespective of whether the Business Associate is also a Covered Entity under HIPAA. Where a Business Associate is also a Covered Entity, PHI provided by the District, or created or received by the Business Associate on behalf of the District, a duplicate of the record may be acceptable if mutually agreed.

b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this BAA by the Business Associate, the Covered Entity shall either:

- i. Provide an opportunity for the Business Associate to cure the breach within a period of ten (10) days (or such longer period as the District may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- ii. Immediately terminate the Contract if the Business Associate breaches a material term of this BAA and a cure is not possible.

If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary of HHS.

c. *Effect of Termination.*

- i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in **a mutually agreed upon format or confidentially destroy** all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to PHI that

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is in the possession of ALL subcontractors, agents or Workforce members of the Business Associate. The Business Associate shall retain no copies of PHI in any form.

- ii. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide written notification to the Covered Entity of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer/Liaison that the return or confidential destruction of the PHI is infeasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI for so long as the Business Associate maintains such PHI. Additionally, the Business Associate shall:
- (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI that the Business Associate still maintains in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;
 - (4) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at [Insert section number related to paragraph (ender “Permitted Uses and Disclosures By The Business Associate”)] which applied prior to termination; and
 - (5) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

The obligations outlined in Section 2. Obligations and Activities of Business Associate shall survive the termination of this Contract.

10. Miscellaneous

- a. *Regulatory References.* A reference in this BAA to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* A Covered Entity and Business Associate (“the Parties”) agree to take such action as is necessary to amend this BAA from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA Regulations. Except for provisions Required By Law as defined herein, no provision hereof shall be deemed waived unless expressed in writing and signed by duly authorized representatives

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of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this BAA.

- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance BAA and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the Contract.
- d. *Interpretation.* Any ambiguity in this BAA shall be resolved to permit compliance with applicable federal and District laws, rules and regulations, and the HIPAA Rules, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Regulations.

The terms of this BAA amend and supplement the terms of the Contract.. In the event of a conflict between the terms of the BAA and the terms of the Contract, the terms of this BAA shall control; provided, however, that this BAA shall not supersede any other federal or District law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this BAA) and the Privacy Rule, the Privacy Rule shall control.

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this BAA and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to have access to and amend their PHI, and to an accounting of the uses and disclosures thereof, in accordance with paragraphs (2)(f), (g) and (j) of this BAA, nothing in the BAA gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal and District laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this BAA and the Contract; to the extent they are applicable to this BAA and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this BAA shall be litigated before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical

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boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this BAA; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this BAA.
- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this BAA or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, its Workforce, any of its subcontractors, agents, or any third party who has received PHI from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its Workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance BAA and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its Workforce are a named adverse party.
- k. *Notices.* Any notices between the Parties or notices to be given under this BAA shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to the
name and address of the Contractor

If to the Covered Entity, to the
Office of the Chief Financial
Officer (OCFO) Contracting Officer
Technical Representative (COTR)

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- l. *Headings.* Headings are for convenience only and form no part of this BAA and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this BAA shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this BAA is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this BAA will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this BAA fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this BAA, if necessary to bring the contested provision(s) into compliance.
- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this BAA shall be interpreted as authorizing the Business Associate Workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. *Entire Agreement.* This BAA, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary of HHS.

Attachments:

Exhibit A Identity and Procedure Verification

Exhibit A

Identity and Procedure Verification

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PRIVACY POLICY OPERATIONS MANUAL

POLICY NUMBER: VII.25

SECTION TITLE: VII. STANDARD PROCEDURES

CHAPTER: 25. Standard Procedure—Identity and Authority Verification

POLICY TITLE: Standard Procedure—Identity and Authority Verification

EFFECTIVE DATE: April 14, 2003

LAST REVISION: Sept. 23, 2013

PURPOSE: The purpose of this policy is to provide the standard forms of identification and authority required to verify the identity and authority of persons whose identity is unknown or known to an employee of the Department of Health Care Finance (“DHCF”) and who requests protected health information (“PHI”) of a Medicaid recipient.

APPLICABILITY: This policy and its related procedures apply to the workforce of DHCF.

AUTHORITY: 45 C.F.R. § 164.510 (h)(1)(2)

DEFINITION(S): “*Unknown Person*” means a person whose identity is not documented in the secured HIPAA file cabinet maintained by the HIPAA coordinator in each respective business unit or the DHCF Privacy Office. Once these locations have documentation of a person’s identity and authority to receive PHI pursuant to Section VII.25- Identity and Authority Verification, the person is no longer unknown. In all cases, DHCF staff must continue to ask both known and unknown persons to present and/or confirm their identity and authority at the time of the PHI request. However, DHCF staff only needs to photocopy verification of identity and authority for unknown persons.

POLICY: When obtaining an authorization from a Medicaid recipient that is unknown the workforce member, identification is required of the Medicaid recipient. When obtaining an authorization from a person other than the Medicaid recipient and prior to any PHI disclosure, DHCF must verify by photocopying the identity and authority of an unknown person and/or organization receiving the PHI. DHCF must obtain

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documentation, statements, or representations, whether oral or written, from the unknown person. If a person is known, DHCF staff do not need to photocopy, but must visually inspect and/or verbally ask questions regarding the requestor's identity and authority to request PHI without the prior authorization of the individual as further described in the accompanying procedure.

RESPONSIBILITY: The DHCF Privacy Office has the responsibility to implement this policy.

PROCEDURE:

1. DHCF must respond to all requests for PHI when the requestor is physically present, the requestor asks in writing (via letter, email, facsimile, or other medium), or verbally over the telephone. All written PHI requests will be routed to the DHCF Privacy Office for identity and authority verification.
2. When fielding a telephone call or talking to a PHI requestor in person, follow the identity and authority verification documentation requirements for each particular communication media type presented in Table 1: Communications Media.
3. If the requestor is unknown the workforce member, obtain evidence of identification. Examples of appropriate identification include:
 - Photographic identification card.
 - Government identification card or badge.
 - Appropriate document on government letterhead
4. If the requestor is *not* the individual who is the subject of the PHI sought, obtain evidence of authority. Examples of appropriate authority include, if reasonable for the situation:
 - a) Identification as parent, guardian, or person acting in loco parentis with respect to minors; executor or administrator with respect to a deceased individual or an estate; power of attorney or other evidence of legal authority to act on behalf of an individual with respect to health care; or other evidence of appropriate relationship with the individual with respect to health care.

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- b) A warrant, subpoena, order or other legal process issued by a grand jury, a court, or an administrative tribunal.
- c) A written statement of legal authority or, with respect to a properly identified government official, an oral statement of authority, if reliance on such oral statement is reasonable for the situation. You must document the oral statement on FORM 9- Identity and Authority Verification.

In all cases, follow the documentation requirements for each particular communication media type presented in Table 1.

5. If the requestor does not possess the authority to request the individual's PHI, the requestor must complete FORM 1-Family or Notification Disclosure or FORM 3 – Authorization, and the Medicaid recipient or their legal personal representative must sign, date, and enter an expiration date for authorization to be valid. See Section I.2-Informal Permission and Section I.3-Authorization Requirements. Document on FORM 1 or FORM 3 the type of identification the requestor presents such as their driver's license, government letterhead, or knowledge of Medicaid recipient's personal information following the criteria for the different communications media listed in Table 1.
6. If the requestor has the authority to request the individual's PHI, use FORM 9. Complete FORM 9 with the type of identification the requestor presents such as their driver's license, government letterhead, or knowledge of Medicaid recipient's personal information following the criteria for the different communications media listed in Table 1.
7. Note that if an authorization is required, the authorization must be entered into the Disclosure Manager Module. Select the Requestor Type when recording the authorization into the Disclosure Manager Module.
8. If the person is an unknown person, photocopy the documentation presented to verify the unknown person's identity and authority and attach these copies to the relevant FORM.
9. Fax and send via interoffice mail the FORM and its attachments to

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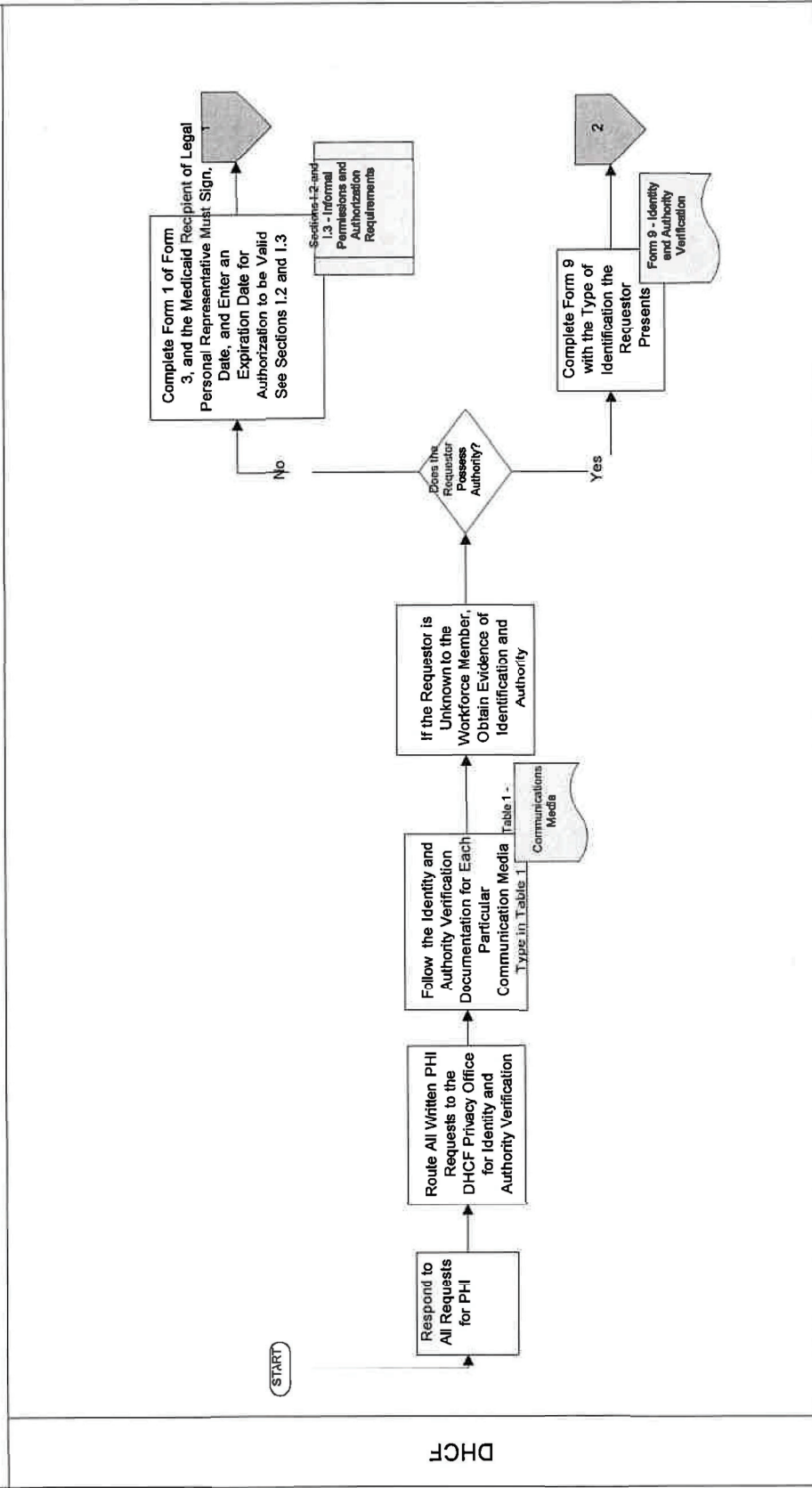
the DHCF Privacy Office and another copy to the secured HIPAA file cabinet maintained by the HIPAA coordinator in each business unit.

EXHIBIT(S): Procedure for Identity and Authority Verification
Table 1: Communications Media
FORM 9—Identity and Authority Verification

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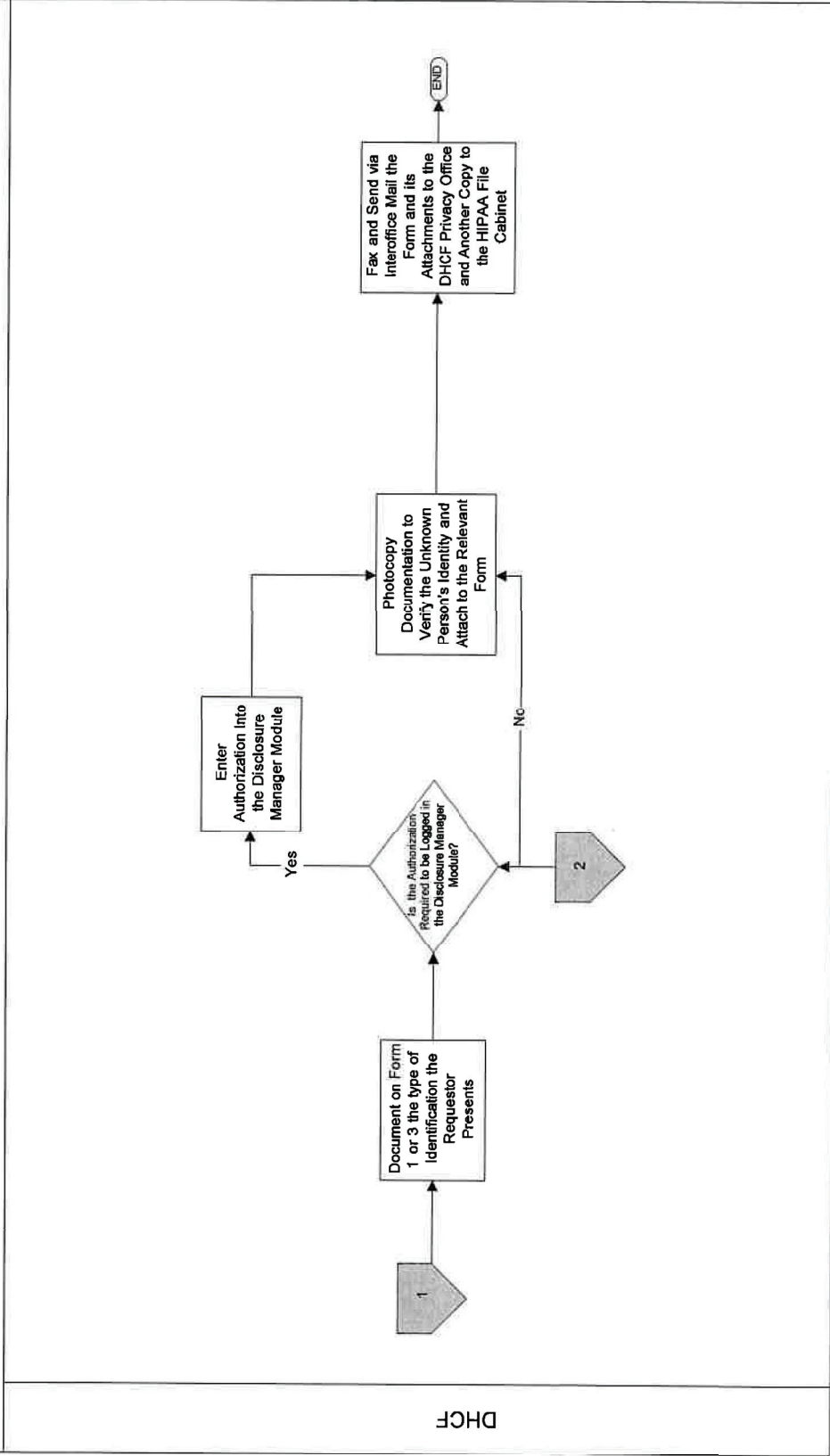
Policy VII.25 Chapter 25: Procedure for Identity and Authority Verification



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Policy VII.25 Chapter 25: Procedure for Identity and Authority Verification



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Table 1: Communications Media

*The bolded PHI elements are mandatory to ask/receive before releasing recipient's PHI regardless of the purpose of the PHI request. ALL of these scenarios assume that the "PHI Request Handler" has access to MMIS.			
PHI Requester Type	Phone	In Person	Fax/Mail
Individual/Recipient:	Individual/Recipient must state the following bolded PHI elements and one other PHI elements from the list below.	"Send the Person to the DHCF Privacy Office, if they insist on being served at the current location, the Individual/Recipient should present one form of ID. Make a copy and send to the DHCF Privacy Office." Government-Issued Picture ID	"Forward the Fax/Mail to the DHCF Privacy Office, which will verify the following PHI elements on MMIS, Individual/Recipient's:"
	Name	Government-Issued Picture ID	Call back the Individual/Recipient and verify:
	Medicaid #	Recite the Recipient's Medicaid #	Name
	DOB	If government ID cannot be produced ask Recipient to verify these PHI elements on MMIS :	Medicaid #
	SS#	Name	DOB
	Address	Medicaid #	SS#
	Last Date of Service	DOB	Address
	"If still in doubt, contact the DHCF Privacy Officer before disclosing or responding to the Recipient"	SS#	Last Date of Service
		Address	"If still in doubt, contact the DHCF Privacy Officer before disclosing or responding to the Recipient"
		Last Date of Service	
		"If still in doubt, contact the DHCF Privacy Officer before disclosing or responding to the Recipient"	
Personal Representative:	"Upon Initial Request, Fax/Mail proof of legal status and then follow the	"Send the person to the DHCF Privacy Office, if they insist on being served at the current	"Upon Initial Request, Fax/Mail proof of legal status and then follow the Individual/Recipient

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Table 1: Communications Media

*The bolded PHI elements are mandatory to ask/receive before releasing recipient's PHI regardless of the purpose of the PHI request. ALL of these scenarios assume that the "PHI Request Handler" has access to MMIS.				
PHI Requester Type	Phone	In Person	Fax/Mail	Email
	Individual/Recipient verification procedure stated above. Below are the types of PRs and what is the ""proof"" that each type must present to be considered valid. If unsure, please consult with the DHCF Privacy Office."	location, the PR must show proof of legal status and one form of government-issued ID, then follow the individual/recipient verification procedure."	verification procedure stated above. Below are the types of PRs and what is the ""proof"" that each type must present to be considered valid. If unsure, please consult with the DHCF Privacy Office."	verification procedure stated above. Below are the types of PRs and what is the ""proof"" that each type must present to be considered valid. If unsure, please consult with the DHCF Privacy Office."
	Natural/Adoptive Parent: Follow the procedure for Individual/Recipient verification	Natural/Adoptive Parent: Follow the procedure for Individual/Recipient verification	Natural/Adoptive Parent: Follow the procedure for Individual/Recipient verification	Natural/Adoptive Parent: Follow the procedure for Individual/Recipient verification
	Incompetent Individual: Court Order	Incompetent Individual: Court Order	Incompetent Individual: Court Order	Incompetent Individual: Court Order
	Foster Parents: Authorization or Notarized Letter from the Natural Parents	Foster Parents: Authorization or Notarized Letter from the Natural Parents	Foster Parents: Authorization or Notarized Letter from the Natural Parents	Foster Parents: Authorization or Notarized Letter from the Natural Parents
	Descendent: Probate Order	Descendent: Probate Order	Descendent: Probate Order	Descendent: Probate Order
	Family Member: Valid Authorization Form	Family Member: Valid Authorization Form	Family Member: Valid Authorization Form	Family Member: Valid Authorization Form
	"If the person does not have proof of legal status, send them a DHCF Authorization Form to be completed, signed, and dated, to be returned to the DHCF Privacy Office. DO NOT release any PHI unless legal proof of status is presented."	"If the person does not have proof of legal status, send them a DHCF Authorization Form to be completed, signed, and dated, to be returned to the DHCF Privacy Office. DO NOT release any PHI unless legal proof of status is presented."	"If the person does not have proof of legal status, send them a DHCF Authorization Form to be completed, signed, and dated, to be returned to the DHCF Privacy Office. DO NOT release any PHI unless legal proof of status is presented."	"If the person does not have proof of legal status, send them a DHCF Authorization Form to be completed, signed, and dated, to be returned to the DHCF Privacy Office. DO NOT release any PHI unless legal proof of status is presented."
	Make notation in the case management module on MMIS after initial request	Make notation in the case management module on MMIS after initial request	Make notation in the case management module on MMIS after initial request	Make notation in the case management module on MMIS after initial request
Provider (TPO):	Provider Number Required	"Send the person to the DHCF Privacy Office, if they insist	Official Provider Letterhead	"Email back the Provider, and them to fax/mail the PHI request on

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Table 1: Communications Media

*The bolded PHI elements are mandatory to ask/receive before releasing recipient's PHI regardless of the purpose of the PHI request. ALL of these scenarios assume that the "PHI Request Handler" has access to MMIS.				
PHI Requester Type	Phone	In Person	Fax/Mail	Email
		on being served at the current location, Provider should present one government-issued ID. Make a copy and send to the DHCF Privacy Office."		official letterhead. Ask within the fax/mail, that the PHI Requester include a photocopy of the employee's ID."
	Provider Address	Government-issued picture ID	Provider Number Required	Official Provider Letterhead
	Provider Telephone Number	Provider Number Required	Provider Address	Provider Number Required
	Recipient's Medicaid Number	Provider Address	Provider Telephone Number	Provider Address
	Last Date of Service	Provider Telephone Number	Recipient's Medicaid Number	Provider Telephone Number
	"If in doubt, call back the Provider"	Recipient's Medicaid Number	Last Date of Service	Recipient's Medicaid Number
	"If still in doubt, contact the DHCF Privacy Officer before disclosing or responding to the Provider."	Last Date of Service	"If in doubt, call back the Provider"	Last Date of Service
		"If still in doubt, contact the DHCF Privacy Officer before disclosing or responding to the Provider."	"If still in doubt, contact the DHCF Privacy Officer before disclosing or responding to the Provider."	"If in doubt, call back the Provider"
				"If still in doubt, contact the DHCF Privacy Officer before disclosing or responding to the Provider."
Government Agency (State or Federal):	"Fax/Mail to the DHCF Privacy Office proof of government status (i.e. photocopy government ID card/badge) and the PHI request on official government letterhead to	"Send the person to the DHCF Privacy Office, if they insist on being served at the current location, request proof of Government Status (i.e. government ID card/badge) and the PHI Request on	"Forward the Faxed/Mailed PHI Request to the DHCF Privacy Office, and the DHCF Privacy Office will check the following: photocopy government ID card/badge, and PHI Request on official Government Letterhead to	"Email back the Government Agency and inform them to fax/mail the PHI request on official government letterhead to the DHCF Privacy Office. Ask within the fax/mail, that the PHI Requester include a photocopy of

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Table 1: Communications Media

*The bolded PHI elements are mandatory to ask/receive before releasing recipient's PHI regardless of the purpose of the PHI request. ALL of these scenarios assume that the "PHI Request Handler" has access to MMIS.				
PHI Requester Type	Phone	In Person	Fax/Mail	Email
	include: Medicaid recipient's name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature.) "	official Government Letterhead to include: Medicaid Recipient's Name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature.)"	include: Medicaid Recipient's Name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature."	employee's government ID."
	DHCF Privacy will log the PHI disclosure on the Disclosure Manager system	Photocopy IDs shown and log the PHI disclosure onto the Disclosure Manager	DHCF Privacy will log the PHI disclosure on the Disclosure Manager system.	DHCF Privacy will log the PHI disclosure on the Disclosure Manager system
		If in doubt whether the PHI requester has the authority to request the Recipient's PHI check with the DHCF Privacy Officer before		
Law Enforcement:	"Fax/Mail to the DHCF Privacy Office proof of law enforcement status (i.e. photocopy law enforcement ID card/badge) and the PHI request on official law enforcement letterhead to include: Medicaid recipient's name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature.) "	"Send the person to the DHCF Privacy Office, if they insist on being served at the current location, request proof of law enforcement Status (i.e. law enforcement ID card/badge) and the PHI Request on official law enforcement Letterhead to include: Medicaid Recipient's Name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature.) "	"Forward the Faxed/Mailed PHI Request to the DHCF Privacy Office, and the DHCF Privacy Office will check the following: photocopy law enforcement ID card/badge, and PHI Request on official law enforcement Letterhead to include: Medicaid Recipient's Name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature."	"Email back the law enforcement Agency and inform them to fax/mail the PHI request on official law enforcement letterhead to the DHCF Privacy Office. Ask within the fax/mail, that the PHI Requester include a photocopy of the employee's law enforcement ID."
	DHCF Privacy will log the PHI disclosure on the	Photocopy IDs shown and log the PHI disclosure onto	DHCF Privacy will log the PHI disclosure on the Disclosure	DHCF Privacy will log the PHI disclosure on the Disclosure

GOVERNMENT OF THE DISTRICT OF COLUMBIA
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Table 1: Communications Media

*The bolded PHI elements are mandatory to ask/receive before releasing recipient's PHI regardless of the purpose of the PHI request. ALL of these scenarios assume that the "PHI Request Handler" has access to MMIS.			
PHI Requester Type	Phone	In Person	Fax/Mail
	Disclosure Manager system	the Disclosure Manager If in doubt, whether the PHI requester has the authority to request the Recipient's PHI check with the DHCFC Privacy Officer before	Manager system
			Manager system
			Manager system

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PRIVACY POLICY OPERATIONS MANUAL
IDENTITY AND AUTHORITY VERIFICATION
(Internal Form 9 – Page 1 of 2)

Purpose: This form is used to document verification of the identity and authority of a person or entity unknown to you, before you use with or disclose to that person or entity protected health information.

Section A: Individual whose information is to be disclosed.

Name: _____

Address: _____

Telephone: _____ E-mail: _____

Identification Number: _____ Social Security Number: _____

Section B: Identity of person to whom information is to be disclosed.

Always try to obtain a copy of what you relied upon to identify the person. Attach it to this form.

Name: _____

Company, Organization or Government Agency with which the person claims affiliation:

Address: _____

Telephone: _____ E-mail: _____

If person is a personal representative, describe relationship to individual:

How did you verify the person's identity and relationship to the individual or to the company, organization or government agency?

... Person is known to me. Explain how you know the person:

... Personal identification (e.g., driver's license, photo ID). Attach a copy, or describe what you saw:

... Government credentials (e.g., badge, identification card, appropriate document on government letterhead). Attach a copy, or describe what you saw:

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PRIVACY POLICY OPERATIONS MANUAL

IDENTITY AND AUTHORITY VERIFICATION

(Internal Form 03 - Page 2 of 2)

Entities Authorized to Receive and Use: Name or specifically Section C: Authority of person to receive the information.

Always try to obtain a copy of what you relied upon as the authority of the person. Attach it to this form.

... Authority is known to me. Explain basis of your knowledge:

... Personal representative status (*e.g.*, identification as parent, guardian, executor, administrator, power of attorney). Attach a copy, or describe what you saw:

... Warrant, subpoena, order, summons, civil investigation demand or other legal process. Attach a copy, or describe what you saw:

... Appropriate document on government letterhead. Attach a copy, or describe what you saw:

... Government Officer's oral representation. State what you were told and why your reliance on it was reasonable in the circumstances.

... Proper documentation from an Institutional Review Board, other appropriate privacy board or the researcher relating to research. Attach a copy of the documentation.

SIGNATURE.

I attest that the above information is correct.

Signature: _____ Date: _____

Print name: _____ Title: _____

Include completed form in the individual's records.
Keep a copy for your business unit and send copy to the DHCF Privacy Office